

In light of the current public health crisis and the Federal, State and County Emergency Declarations, and in accord with the provisions of Sec. 610.020, RSMo., the Board of Aldermen recognizes that it would be dangerous and impractical, if not impossible, for its meeting to be physically accessible to the public. The Board also recognizes the need for the public's business to be attended to in order to protect the public health, safety and welfare. In order to balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, this meeting of the Board of Aldermen will not be open to public attendance in person. The meeting will be accessible by the public in real time ONLY by following the instructions in the box below.

You are invited to a Zoom webinar.

When: June 22, 2021; 7:00 P.M. Meeting

Topic: 06/22/2021 Board of Aldermen Meeting.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/81914950125>

Or One tap mobile:

+13017158592,,81914950125# US (Washington DC)

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Webinar ID: 819 1495 0125

International numbers available: <https://us02web.zoom.us/j/81914950125>

Persons interested in making their views known on any matter on the agenda should send an email with their comments to the City Clerk at jfrazier@claytonmo.gov. All comments received will be distributed to the entire Board before the meeting.

Thank you for your understanding and patience as we all try to get through these difficult and dangerous times.

CITY OF CLAYTON BOARD OF ALDERMEN
EXECUTIVE SESSION – 6:00 P.M.
TUESDAY, JUNE 22, 2021
VIRTUAL ZOOM MEETING
CLAYTON, MO 63105

EXECUTIVE SESSION

1. Legal and Real Estate (Pursuant to Section 610.021(1), (2), (3) and (12) RSMO).

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, JUNE 22, 2021
VIRTUAL ZOOM MEETING
CLAYTON, MO 63105
7:00 P.M.

ROLL CALL

MINUTES – June 8, 2021

PUBLIC REQUESTS & PETITIONS

CITY MANAGER REPORT

1. Ordinance – To approve a successor Collective Bargaining Agreement Between the City of Clayton and the International Association of Firefighters Local 2665. (Bill No. 6847)
2. Ordinance – To approve a Memorandum of Understanding (MOU) with the Clayton Community Foundation and the Nussbaum Family for a donation to fund improvements at Oak Knoll Park Pond. (Bill No. 6848)
3. Resolution – Readopting Procedure to Disclose Potential Conflicts of Interest. (Res. No. 2021-10)
4. Motion – To approve appointments to the Boards and Commissions.
5. Community Equity Commission (CEC) ex-officio members.
6. Appointment of a Municipal Judge.

ADJOURNMENT

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary

information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

THE CITY OF CLAYTON

Board of Aldermen
Virtual Zoom Meeting
June 8, 2021
7:10 p.m.

Minutes

NOTE: In accord with the provisions of Section 610.015, RSMo., and multiple declarations of emergency at every level of government, and the prohibition on gatherings of 10 or more persons due to the Coronavirus pandemic, normal requirements for voting in the Board meeting were suspended. Accordingly, votes were taken as if all Board members were physically present and in attendance at the meeting.

Mayor Harris called the meeting to order and requested a roll call. The following individuals were in attendance:

Aldermen: Rich Lintz, Ira Berkowitz, Bridget McAndrew, and Becky Patel.

Mayor Harris
City Manager Gipson
City Attorney O'Keefe

Absent: Susan Buse

Motion made by Alderman Berkowitz to approve the May 25, 2021 minutes. Alderman McAndrew seconded.

Motion to approve the minutes passed unanimously on a voice vote.

PUBLIC REQUESTS AND PETITIONS

None

PUBLIC HEARING AND AN ORDINANCE - A SUBDIVISION PLAT (LOT CONSOLIDATION) FOR PROPERTY LOCATED AT 8027 FORSYTH BOULEVARD

Mayor Harris opened the public hearing and requested proof of publication.

City Manager Gipson reported that this is a public hearing and subsequent ordinance to consider approving a subdivision plat for the consolidation of lots 1, 2, 3, 4, 5, 8, 9, 10 and portions of Lots 6 & 7 of Block 4 of the City of Clayton to create two (2) lots. All lots have a zoning designation of PUD, Planned Unit Development District.

The subject property is located on the north side of Forsyth Boulevard between North Brentwood Boulevard and North Meramec Avenue. The property is currently under development with a mixed-use commercial and office project, comprised of two towers with a parking garage between them.

The proposed plat will consolidate the existing lots into two lots to allow for the development of the mixed-use project. The consolidated lots will measure 57,967 square feet and 31,305 square feet. Development and design of the mixed-use towers have been previously approved. There is an existing

20-foot-wide alley on the property which the City will initiate vacation of through an ordinance to be considered at tonight's meeting.

Mayor Harris closed the public hearing.

Alderman Lintz introduced Bill No. 6841, to approve a subdivision plat (lot consolidation) for 8027 Forsyth Boulevard to be read for the first time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6841, first reading, an Ordinance Providing for the Approval of a Plat to Consolidate Certain Property Located on Forsyth Boulevard and Meramec Avenue in the City of Clayton, Missouri by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6841 on the day of its introduction. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6841, to approve a subdivision plat (lot consolidation) for 8027 Forsyth Boulevard to be read for the second time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6841, second reading, an Ordinance Providing for the Approval of a Plat to Consolidate Certain Property Located on Forsyth Boulevard and Meramec Avenue in the City of Clayton, Missouri by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Patel – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6701 of the City of Clayton.

A PUBLIC HEARING AND A RESOLUTION TO CONSIDER APPROVING A CONDITIONAL USE PERMIT FOR A SECOND UNIT LOCATED AT 12 HILLVALE DRIVE

Mayor Harris opened the public hearing and requested proof of publication.

City Manager Gipson reported that this is a public hearing and subsequent resolution to consider granting a conditional use permit to Lizette Alvarez and Theodore Povinelli, owners of 12 Hillvale Drive, to allow for the construction of a 712 square foot detached second living unit. The property has a zoning designation of R-2 Single-Family Dwelling District. This application was considered by the Board of Aldermen on December 8, 2020 and was tabled until the time the Plan Commission could review and approve the Architectural Plans for the proposed carriage house. The Plan Commission/Architectural Review Board approved the Architectural Plans and Site Plan for this project last night, June 7, 2021.

A second unit (carriage house/granny unit) is a type of accessory structure, either attached or detached, which provides complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, etc.

Second units are permitted subject to the approval of a conditional use permit in the R-2 Zoning District subject to certain restrictions as outlined in the Code.

The Plan Commission considered the request for a conditional use permit at its November 16, 2020, meeting and voted 7 – 0 to recommend approval subject to the stipulations contained in Article II, Section 405.330, and two additional conditions:

1. The applicant records a deed restriction pursuant to item 3 and submit proof of the required deed restriction to City prior to the issuance of a Building Permit.
2. The applicant shall submit a detailed landscape plan at the time of a Site Plan/Architectural Review submittal that shows adequate screening and buffering of the new garage/second unit from neighboring properties.

Recommendation is to conduct a public hearing and consider approving the resolution granting a conditional use permit for a 712 square foot detached second living unit to Lizette Alvarez and Theodore Povinelli.

Susan Istenes, Director of Planning and Development was in attendance to answer questions.

The meeting paused at 7:46 *p.m.* due to Mayor Harris losing virtual connection to the meeting.

The meeting reconvened at 7:50 *p.m.* – Mayor Harris rejoined (virtually) the meeting.

Mike Killeen, applicant, and Taylor Huston, Project Manager, attended the meeting virtually to answer questions.

In response to Alderman Berkowitz' question, Taylor Huston, explained that the breezeway on the Harcourt side and acts as a privacy buffer to hide the pool view and they've also added landscaping in front of the breezeway. She confirmed that they sought a setback variance and was hoping to keep it in-line with the edge of the existing home, but the variance was not granted therefore, they reassessed the asymmetry and work with the existing setbacks.

Alderman Lintz commented that he was very impressed that the applicant had worked with his neighbors and engineer and came up with a plan that if the original plan doesn't work, they had a Plan B which they would put in another drain. The Plan Commission approved it with the understanding that the City can require Plan B to take affect if it was determined that the first plan does not work.

In response to Mayor Harris' question regarding the issues (water runoff, location of bmps, drainage, construction maintenance activities, etc.) as outlined in a memorandum from Intuition & Logic that was included in the Plan Commission meeting packet, Taylor Huston stated that the issues outlined, probably in the staff report, have been forwarded on to the civil engineer to be addressed which they will resolve those issues to come into compliance prior to seeking permits.

City Manager Gipson explained that this was all discussed at the Plan Commission meeting the previous night and does not believe there will be no issue in meeting the criteria.

Lisa Barnes, citizen, expressed concern over the required deed restrictions.

City Attorney O'Keefe explained that we record the conveyance restrictions which are directly related to the title of the property. The relationship of the occupants is a regulatory matter; the fact is that it cannot be "peeled" off as a separate real estate and cannot be used as the primary structure, but used only by a relative or an employee.

Alise Ellebrecht, neighbor, addressed the Board stating that she contested the project two years ago commenting that the breezeway reminds her of a cheap motel and that the house is “monstrous” and not the goal for the Clavarach Park neighborhood.

Mayor Harris closed the public hearing.

Motion made by Alderman Lintz to approve Resolution No. 2021-09, granting a Conditional Use Permit for 12 Hillvale Drive.

Alderman Berkowitz asked how many other conditional use permits are located within Clavarach Park. Susan Istenes stated that she is not aware of any and would research his question.

Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

AN ORDINANCE TO CONSIDER APPROVING VACATING A PORTION OF A PUBLIC ALLEY

City Manager Gipson reported that within the block bounded by Brentwood Boulevard (on the west), Meramec Avenue (on the east), Forsyth Boulevard (on the south) and Maryland Avenue (on the north), there are two public alleys. One alley runs east to west from Meramec Avenue to Brentwood Boulevard. The second alley runs north to south from Maryland Avenue to Forsyth Boulevard.

As a result of tonight’s previous Board’s approval of the consolidation plat for the Forsyth Pointe development a portion of the north-south alley will no longer be necessary.

Therefore, staff is recommending that the southern portion of the north-south alley be vacated.

Alderman Linz introduced Bill No. 6842, to approve an alley vacation (Forsyth Pointe) to be read for the first time by title only. Alderman Berkowitz seconded.

City Attorney reads Bill No. 6842, first reading, an Ordinance Vacating a Certain Alley Right-Of-Way Which was Previously Dedicated to the City of Clayton and is not Necessary for Right-Of-Way or for Travel by the Public by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6842 on the day of its introduction. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

Alderman Linz introduced Bill No. 6842, to approve an alley vacation (Forsyth Pointe) to be read for the second time by title only. Alderman Berkowitz seconded.

City Attorney reads Bill No. 6842, second reading, an Ordinance Vacating a Certain Alley Right-Of-Way Which was Previously Dedicated to the City of Clayton and is not Necessary for Right-Of-Way or for Travel by the Public by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Patel – Aye; and Mayor Harris – Aye. The bill, having

received majority approval was adopted and became Ordinance No. 6702 of the City of Clayton.

AN ORDINANCE TO CONSIDER APPROVING AN AMENDMENT TO AND RESTATING THE NON-UNIFORMED EMPLOYEE'S RETIREMENT PLAN AND TRUST

City Manager Gipson reported that in late 2020, the City became aware of an issue in the Non-Uniformed Pension Plan. The Plan did not provide a spousal monthly benefit when an employee dies while still employed unless that employee had reached normal or early retirement eligibility. This situation had not occurred in staff recollection and the inclusion of this spousal benefit is common in most plans and is a benefit provided to employees in the Uniformed Pension Plan. After discussion of the issue, the Board directed staff to prepare an amendment to the plan to incorporate a change for that benefit. Staff worked with the City pension attorney, Danna Delano with the Wagner Group, to draft this change. Staff also determined that the Plan had not undergone a full review for legal and tax changes in many years and asked Ms. Delano to review the full plan for that purpose. The result of that review is a new restatement of the Plan.

Janet Watson, Director of Finance and Administration, was in attendance (virtually) to answer questions.

Alderman Lintz introduced Bill No. 6843, to approve an amendment and the restatement of the Non-Uniformed Employees Retirement Fund Plan and Trust to be read for the first time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6843, first reading, an Ordinance Approving a Restatement of the Non-Uniformed Employees' Pension Plan for the City of Clayton, Missouri by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6843 on the day of its introduction. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6843, to approve an amendment and the restatement of the Non-Uniformed Employees Retirement Fund Plan and Trust to be read for the second time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6843, second reading, an Ordinance Approving a Restatement of the Non-Uniformed Employees' Pension Plan for the City of Clayton, Missouri by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Patel – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6703 of the City of Clayton.

AN ORDINANCE TO CONSIDER AUTHORIZING THE CITY MANAGER TO RENEW AN INTERGOVERNMENTAL AGREEMENT TO PROVIDE TECHNOLOGY SERVICES TO THE CITY OF RICHMOND HEIGHTS

City Manager Gipson reported that for your consideration is a contract renewal for technology services to be provided by the City of Clayton to the City of Richmond Heights on a contract basis. The original 3-year intergovernmental agreement for technology services expires on July 31, 2021.

In response to Alderman Lintz' question regarding cost increase, Larry Cawvey, Director of Technology Services, noted that there are increases as outlined in the agreement.

Alderman Lintz introduced Bill No. 6844, to approve renewing the Intergovernmental Agreement for Technology Services to the City of Richmond Heights to be read for the first time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6844, first reading, an Ordinance Authorizing an Intergovernmental Agreement with the City of Richmond Heights for the City of Clayton to Provide Technology Services to the City of Richmond Heights by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6844 on the day of its introduction. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6844, to approve renewing the Intergovernmental Agreement for Technology Services to the City of Richmond Heights to be read for the second time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6844, second reading, an Ordinance Authorizing an Intergovernmental Agreement with the City of Richmond Heights for the City of Clayton to Provide Technology Services to the City of Richmond Heights by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Patel – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6704 of the City of Clayton.

AN ORDINANCE TO CONSIDER AN AMENDMENT TO SECTION 505.125 OF THE CLAYTON CODE RELATING TO MOBILE FOOD VENDING EQUIPMENT (FOOD TRUCKS)

City Manager Gipson reported that on August 28, 2012, the City adopted Section 505.125: Private Mobile Food Vending, to allow the operation of mobile food vending equipment on City rights-of-way, City property and private property, solely to serve a private event not open to the general public. Mobile food vending equipment includes food trucks, ice cream trucks, mobile barbecues and similar motorized or transportable food preparation or vending equipment.

On October 13, 2015, by adoption of ordinance 6392, the City amended Section 505.125 to allow downtown restaurants, grocery stores and other food retailers to operate mobile food vending equipment and sell to the general public only on the property on which their business is located.

Staff recognizes the need to accommodate its residents and businesses who may wish to utilize such vendors in association with events, block parties, neighborhood gatherings, and similar occasions while still protecting safe use of streets, sidewalks and city property as well as compliance with health and safety standards. Staff believes the current legislation presents difficulty for event organizers to

incorporate food trucks in such events given the restrictions of being limited to closed events and not allowing individual cash purchases. Staff proposes changing the current legislation.

In response to Alderman Berkowitz' question, Gary Carter, Director of Economic Development, stated that a food truck is allowed to be located on private property, not on a public street, which would require an event permit.

Alderman Lintz introduced Bill No. 6845, to approve an amendment to Chapter 505 relating to mobile food vending equipment to be read for the first time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6845, first reading, an Ordinance Amending Section 505.125 of the Clayton City Code Relating to Mobile Food Vending Equipment by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6845 on the day of its introduction. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6845, to approve an amendment to Chapter 505 relating to mobile food vending equipment to be read for the second time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6845, second reading, an Ordinance Amending Section 505.125 of the Clayton City Code Relating to Mobile Food Vending Equipment by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Patel – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6705 of the City of Clayton.

AN ORDINANCE TO CONSIDER ADOPTING REVISIONS TO THE CITY OF CLAYTON COMPLETE STREETS POLICY

City Manager Gipson reported that Complete Streets are streets designed and operated to enable safe use and support mobility for all users, including people of all ages and abilities, regardless of whether they are travelling as drivers, pedestrians, bicyclists, or public transportation riders. These concepts were the basis of the original Complete Street policy adopted by the City of Clayton in 2012. Development of that policy was based on the 10 elements that the National Complete Streets Coalition (NCSC*) determined should be part of an "ideal" Complete Streets policy.

Moving forward to 2018, the NCSC updated and revised their complete streets policy framework and evaluation criteria to focus on implementation and equity. NCSC states that "the 10 revised policy elements are based on decades of collective expertise in transportation planning and design, created in consultation with NCSC's steering committee members and a group of national stakeholders consisting of engineers, planners, researchers, and advocates."

In late 2020 a three-person sub-committee, comprised of staff and Sustainability Advisory Committee members, was formed to review the current policy and draft a revised policy. This draft was then reviewed and finalized with input from the full Sustainability Advisory Committee. Support was also

provided by Trailnet by providing a policy framework that addressed the revised NSCS policy elements.

Mayor Harris complimented Matt and his staff on the work they did.

Matt Malick, Director of Public Works, explained that the City already had the Complete Streets Policy in place and now they will look at and further define the listed projects.

Alderman McAndrew commented that Matt did a great job working with the Sustainability Committee for their input.

Matt Malick expressed thanks to Linda Goldstein, Chairman of the Sustainability Committee.

Alderman Lintz introduced Bill No. 6846, to adopt revisions to the Complete Streets Policy to be read for the first time by title only. Alderman Berkowitz seconded.

City Attorney O’Keefe reads Bill No. 6846, second reading, an Ordinance Adopting Revisions to the City of Clayton Complete Streets Policy by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6846 on the day of its introduction. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6846, to adopt revisions to the Complete Streets Policy to be read for the second time by title only. Alderman Berkowitz seconded.

City Attorney O’Keefe reads Bill No. 6846, second reading, an Ordinance Adopting Revisions to the City of Clayton Complete Streets Policy by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Patel – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6706 of the City of Clayton.

A MOTION TO ELECT MAYOR PRO TEMPORE

City Manager Gipson reported that per the City of Clayton Charter, Article II, Section 2, the Board of Aldermen shall elect from among the aldermen a mayor pro-tempore, who shall act as mayor in the absence of the mayor.

Alderman Richard Lintz has been nominated by Mayor Harris to be appointed as Mayor Pro Tempore.

Motion made by Alderman Berkowitz to approve the appointment of Alderman Rich Lintz as Mayor Pro Tempore. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

A MOTION TO APPROVE THE ALDERMANIC COMMITTEE ASSIGNMENTS

City Manager Gipson reported that in order to be consistent with the *Charter* requirements all appointments/assignments to the Boards and Commissions requires approval by the Board of Aldermen. The following assignments are proposed by Mayor Harris:

Clayton Century Foundation

Alderman Susan Buse
Alderman Rich Lintz

CRSWC

Alderman Bridget McAndrew
Alderman Becky Patel

Plan Commission/ARB

Alderman Ira Berkowitz

Economic Development Advisory Committee

Alderman Bridget McAndrew

Parks & Recreation Commission

Alderman Bridget McAndrew
Alderman Susan Buse

Public Art Advisory Committee

Alderman Ira Berkowitz

Non-Uniformed Employees Retirement Fund Board

Alderman Rich Lintz
Alderman Becky Patel

Uniformed Employees Retirement Fund Board

Alderman Rich Lintz
Alderman Becky Patel

Sustainability Committee

Alderman Becky Patel
Alderman Rich Lintz

Clayton Equity Commission

Alderman Susan Buse

In response to Alderman Lintz' question, City Manager Gipson noted that the appointments take effect on July 1st.

Alderman Patel pointed out the following:

- Clayton *Century* Foundation should be Clayton *Community* Foundation
- Her name should be included under both Pension Boards – *Mayor Harris confirmed*

Motion made by Alderman Lintz to approve the aldermanic appointments. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

Other

Alderman Lintz:

- Plan Commission/ARB
- Pension Boards

Alderman McAndrew commended Patty DeForrest and staff on getting the pool opening.

Alderman Patel thanked Matt Malick and staff for fixing the broken signage; she attended her first Pension Board meeting today.

Mayor Harris reported on the following:

- Meeting with PAAC to discuss Centene artwork
- Boards and Commissions – the vacancies will be posted to the City's website to encourage recruitment

City Manager Gipson informed the Board that we are still looking at the calendar to find dates to hold the retreat.

There being no further business the meeting adjourned at 8:22 p.m.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
JANET K. WATSON, DIRECTOR OF FINANCE & ADMINISTRATION
DATE: JUNE 22, 2021
SUBJECT: ORDINANCE - A SUCCESSOR COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF CLAYTON AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 2665

The bargaining representatives have met, discussed, and agreed upon the attached successor Collective Bargaining Agreement which contains a resolution of the issues that affect the wages and terms and conditions of the Union members' employment. The fire union members have ratified this agreement and it is being presented for Board approval.

Key provisions of the CBA that were not the City's current practice:

- The parties agreed to an improved mandatory training and certification procedure for fire department personnel.
- All city employees, including fire and police personnel, may sell back 50 percent of their unused but accrued sick leave balance when they separate upon or after reaching normal retirement, as defined by their respective pension plan.
- After ratification of the Agreement, the Fire Department will promote six members to the rank of Apparatus Engineer, and they shall receive an annual stipend of \$2,500. Both front-line apparatuses shall then have assigned to them a promoted Engineer.
- 1 percent wage increase for FY 2021 (not retroactive), and 2 percent wage increase for FY 2022.
- Within 90 days of the execution of the Agreement, the City will add a second provider to its list of 457 providers.

Recommended Actions: To approve an Ordinance authorizing the City Manager to enter into a successor Collective Bargaining Agreement with the International Association of Fire Fighters Local 2665 and other required administrative actions as may be required to comply with the intent of this ordinance.

BILL NO. 6847

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 2665

WHEREAS, the City of Clayton, Missouri, (the "City") recognizes the International Association of Fire Fighters, Local 2665 (the "Union") as the exclusive bargaining representative for the unit; and

WHEREAS, the City approved a collective bargaining agreement with the Union by Ordinance No. 6469, passed by the Board of Aldermen of the City of Clayton on January 24, 2017; and

WHEREAS, both the City and the Union desired changes to that agreement; and

WHEREAS, the City and the Union have met and conferred and worked cooperatively over many months and have now reached this agreement; and

WHEREAS, both parties desire to enter into this agreement which is a successor to the previous Collective Bargaining Agreement mentioned above.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. The City Manager is hereby authorized and directed to enter into and execute on behalf of the City of Clayton a successor Collective Bargaining Agreement with the International Association of Fire Fighters, Local 2665, with said Agreement to be in substantially the form attached hereto.

Section 2. The Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this 22nd day of June 2021.

Mayor

Attest:

City Clerk

COLLECTIVE BARGAINING **AGREEMENT**

BETWEEN:

THE CITY OF CLAYTON, MISSOURI

AND

**THE CLAYTON FIRE DEPARTMENT SHOP
OF
I.A.F.F LOCAL 2665**

EFFECTIVE DATE:

OCTOBER 1, 2020 THRU SEPTEMBER 30, 2023

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PREAMBLE

This Collective Bargaining Agreement hereinafter referred to as “CBA” or “Agreement,” is made to set forth the results of good faith negotiations between the City of Clayton of St. Louis County, hereinafter referred to as “the City”, and the Clayton Fire Department (CFD) Shop of International Association of Fire Fighters Local 2665, hereinafter referred to as “the Union.”

The parties further agree that this Agreement has been reached as a result of their good faith efforts to satisfy their obligations under Missouri law, that the Union has presented a comprehensive collective bargaining agreement proposal, that the parties have met, discussed, and agreed upon a resolution of those issues effecting terms and conditions of employment.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment.

ARTICLE 1 **LABOR AND MANAGEMENT RELATIONS**

Section 1.01. Joint Labor-Management Committee

1. General Provisions

The City of Clayton Fire Department is committed to ensure that the City of Clayton Fire Department Shop of IAFF Local 2665 and the Administration of the City of Clayton Fire Department address issues within the department.

2. Members and Meetings

The City of Clayton Fire Department Joint Labor Management Committee (JLM) shall be comprised at a minimum of the Fire Chief and Shop Steward and may include other parties as mutually agreed upon. The JLM will meet upon mutually agreeable dates to discuss and endeavor to resolve all matters of mutual concern and to promote and harmonious and productive relationships between the Union and City.

3. Consensus

The JLM Committee shall, whenever possible, endeavor to achieve consensus amongst its members regarding the decisions made arising from the matters discussed. This consensus objective notwithstanding, the JLM Committee shall not diminish the Fire Chief’s authority to make decisions he deems to be in the best interest of the City in time or safety-sensitive situations, or in instances where the JLM has met with Fire Chief two (2) times, but have been unable to reach an agreement.

4. **Open Door**

The Joint-Labor Management process shall not prevent members of the City of Clayton Fire Department from bringing topics of concern and suggestions to the Fire Chief and Battalion Chiefs for consideration at any time. This proviso, however, shall not be construed in any way as permitting the City to discuss with any member of the bargaining unit, other than the elected bargaining unit representatives, topics which would normally be consider a mandatory subject of bargaining.

5. **Department Committees**

The JLM Committee shall support the committees in place in the CFD, shall appoint members to serve as committee representatives on said committees as need arises, and may establish additional committees or consolidate current committees to meet the organizational needs of the CFD.

Section 1.02. Management Rights

The parties agree that the goal of any fire protection service or emergency operation requires clear management authority and freedom to make rapid decisions and to operate in an efficient manner. It is further understood and agreed that this Collective Bargaining Agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions or matters not expressly provided for in this Collective Bargaining Agreement are reserved exclusively to the City.

Unless otherwise expressly modified by this Agreement, prominent, but by no means inclusive, among such rights and responsibilities belonging solely to the City are the rights to:

- a. decide the number, location and character of its job assignments or any party thereof;
- b. alter, rearrange, combine, transfer, assign or cease any job, operations, or service;
- c. decide the services to be rendered, the work to be contracted out or purchased, including goods, uniforms, or regulation equipment;
- d. decide and/or change the method of pay and the pay periods;
- e. decide the required schedules and duties to be performed;
- f. decide the schedules of fire protection, processes, methods and techniques including the introduction of new or changed methods, training or procedures;

- g. decide the district boundary and/or boundaries in which the service is to be rendered;
- h. decide the existence of mutual aid pacts including the party or parties with whom such mutual aid pacts are to be performed;
- i. decide public relations;
- j. decide financial policies including accounting procedures and the determination of every aspect of the organization of all internal reporting procedures and maintenance of records;
- k. set and reset rates of pay, rate changes, and premium rates not in conflict with the provisions of this Collective Bargaining Agreement;
- l. decide upon the amount of supervision necessary; and
- m. determine whether and to what extent the work performed in its fire protection services, disaster preparedness, emergency medical and other services shall be performed by employees covered by this Collective Bargaining Agreement.

Unless otherwise modified by this Agreement, it is further recognized that it is the sole responsibility of the management of the City to select, direct, determine the make-up of the workforce including right to hire, layoff, demote, assign, reassign, or transfer; to discharge, discipline and suspend for violations of the Personnel Policies and Procedures Manual for just cause and with the due process; to relieve employees from duties and assignments because of a lack of work; to combine and eliminate jobs, to determine the appropriate labor grades and number of employees within a given number of classifications; to set shift schedules and hours of work; to set the standards for training, quantity and quality of work; to determine, and from time to time to predetermine the number of classes of employees to be employed; to establish jobs; to readjust or eliminate existing jobs; to establish and maintain job requirements or job content in the stands of service, production and inspection; to make and apply rules and regulations of service, maintenance of the facility, inspection, efficiency, safety, cleanliness and other working conditions. It is agreed that management maintains or retains all of its managerial rights and that they are all vested solely and exclusively in the City unless specifically contracted away by this Collective Bargaining Agreement; and further, that the numbering of certain management rights shall not be deemed to exclude any other management rights.

It is further agreed that this Agreement shall not bind the City from, in its sole discretion, exceeding the terms set forth herein provided that it is mutually agreed that the exercising of such discretion is in the benefit of the Members. The Union agrees that the City's exercising of such discretion shall apply only to that specific circumstance, and shall not be construed as a precedent setting.

Section 1.03. Classification of Bargaining Representative

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 2000, as amended, the City hereby recognizes Professional Fire Fighters of Eastern Missouri, Local 2665, IAFF, AFL-CIO, CLC as the exclusive bargaining representative in the unit found appropriate for the purposes of collective bargaining in Public Case Number 91-019 as follows:

Bargaining Unit: For an appropriate unit consisting of full-time employees of the Clayton Fire Department hereinafter referred to as "Members," excluding the Fire Chief, the Assistant Chief/Fire Marshall, Battalion Chiefs, and all clerical workers.

Section 1.04. Payroll Deduction of Union Dues

1. General Provisions

The City agrees to deduct dues in an amount certified to be current by the Shop Steward or his designee from the pay to those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the City to the account designated by the Union in accordance with the information provided to the City by the Union.

2. Indemnification

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City pursuant to the provisions of this Section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this Section.

Section 1.05. Union Business, Meetings, and Bulletin Boards

1. City Meetings

Members elected or appointed to Union offices, either in Clayton, with Local 2665, or the IAFF, shall be granted time off work without loss of compensation or earned leave to perform the essential functions of the offices they hold related to mutually agreed meetings for Clayton business. Specifically, the Shop Steward and members of the CBA negotiating team shall be allowed time off for all meetings which are mutually set by the City and the Union.

2. **Union Business**

For other union business, Members elected to Union offices may, at their discretion, request to use accrued earned leave, may request to take leave without pay, or if eligible may arrange for Union Officer relief to attend to Union business, subject to and contingent upon the requirement that the minimum staffing provisions set forth in Section 2.12 herein be maintained, that the notification provisions of this Section are adhered to, and that the scheduling of Union Officer relief not occur so frequently as to present a hardship for the City.

3. **Notification**

Said Members shall notify their assigned Battalion Chief of the need to be absent from duty at least 96 hours prior to its occurrence, unless exigent circumstances prevent said notice, in which case it shall be incumbent upon the Member to notify their assigned Battalion Chief immediately and it is understood that the operational needs of the CFD may preclude leave being granted. The provisions of this Section shall be subject to and contingent upon the requirement that the minimum staffing level as set forth in Section 2.12 herein be maintained, and that the City not incur overtime expenses. In the event that the Member may not be excused without the use of overtime, then no time will be granted unless expressly authorized by the Fire Chief.

4. **Shop Meetings**

The Union shall be permitted to hold shop meetings of the City's Members on the premises of the City at a time and place agreed upon by the Fire Chief and the Shop Steward for the purpose of conducting Union business, including the holding of elections. There shall not be attendance of these meetings by non-Clayton Fire Department persons without the express advanced approval of the Fire Chief.

5. **Board of Alderman Meetings**

The Shop Steward or designated Shop Officer shall be permitted to attend the Board of Alderman meetings or other public meetings while on duty as long as such attendance is not disruptive to the meeting or impairs emergency response duties.

6. **Bulletin Board**

The City shall furnish a bulletin board and provide space for it in a designated location in the fire house for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards.

Section 1.06. Non-Discrimination

1. **General Provisions**

Neither the City nor the Union shall discriminate against any employee covered by this Collective Bargaining Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, religion, disability, gender identity, sexual orientation, ancestry or any other prohibited basis under federal, state, or local law.

2. **Conduct of External Partners**

It shall be the policy of the City of Clayton to encourage and expect those with whom the City contracts or does business to uphold the same principles and practices as the City, and especially to affirm and fulfill these standards in all undertakings associated with the City.

3. **Rights of Union and Non-Union Members**

Neither the City nor the Union shall interfere with the right of employees covered by this Collective Bargaining Agreement to become or not to become members of the Union. There shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status, or action on behalf of the Membership by elected Union Officers.

4. **Duty of Fair Representation**

The Union recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit as set forth herein.

Section 1.07. Union Representation

1. **General Provisions**

A Member has the right to be represented by the Union at any examination of the Member by a representative of the City in connection with an investigation if the Member reasonably believes that the examination may result in disciplinary action against the Member or the City notifies the Member the examination may result in disciplinary action, and the Member requests representation.

2. **Procedure**

Should the Member make the written request, the City shall choose from among three options:

- a. Grant the request and delay the interview until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the Member;
- b. Deny the request and end the interview; or

- c. Give the Member a clear choice between either having the interview proceed without representation or ending the interview.

3. **No Harm**

A Member will not be punished for making such a request for Union representation.

4. **Member Participation**

It is agreed that having a Union Representative present does not negate the Member's responsibility to participate in the investigative process during the disciplinary proceedings. The Union representative may observe the interview, and with the Member's and City's written consent, request to confer privately with the Member, or speak on the Member's behalf. The Union representative shall not delay, obstruct, or interfere with the interview, and should such circumstances occur, the Member may be disciplined for refusal to participate.

5. **Notice**

If asked by a Member, a representative of the City will advise the Member whether the investigative examination may result in disciplinary action against the Member.

Section 1.08. Display of Union Insignia

1. **General Provisions**

The IAFF Local 2665 insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. It is understood that only active members of the IAFF will be permitted to place said logos on their uniform. There will be no expectation that non-members, such as chief officers, place this insignia on their uniforms. Any added cost of such insignia shall be borne by the union.

2. **Union Insignia Placement**

The IAFF Local 2665 insignia shall be worn or displayed as follows:

- a. Station T-shirt – Small (approximately 2"x2"), silk screen on right sleeve at the cuff;
- b. Polo Shirt – Small (approximately 2"x2"), multi-colored embroidery on right sleeve at the cuff;
- c. Cold Weather Job Shirt – Small (approximately 2"x2"), multi-colored embroidery on right sleeve above the cuff;

- d. Cold Weather Coat – Small (approximately 2”x2”), multi-colored on right sleeve above the cuff;
- e. Baseball Hat/Stocking Cap – Small (approximately 2”x2”), multi-colored embroidery on the side or in the back, as dictated by limitations of embroider;
- f. Firefighting Helmet – Small (approximately 2”x2”) decal may be placed on the rear brim of the firefighting helmet.
- g. The Fire Chief and Shop Steward may mutually agree to other insignia placements.

Section 1.09. Personnel Manual and Employee Compliance

The Union agrees that the bargaining unit employees will comply with all rules, regulations and ordinances of the City or of a department thereof.

- 1. The “Personnel Policies and Procedures Manual” or “Personnel Manual” as referenced in this Agreement means the City of Clayton Personnel Policies and Procedures Manual that is in effect at the time this Agreement is enacted by the parties. The City retains its exclusive authority and discretion to amend any provision of the Personnel Manual as it deems necessary or desirable.
- 2. Notwithstanding the above paragraph A, unless other agreed to by the Union, the Members shall not be bound by any amendment to the Personnel Manual that materially and adversely affects the Members’ compensation.

Section 1.10. Fire Department Policies and Procedures

CFD policies and procedures are established by Standard Operating Guidelines (SOGs), Standard Operating Procedures (SOPs), and written departmental policies, hereinafter referred to as “Policy or Policies.” The Fire Chief or the Union may propose changes to any existing Policy, or propose the creation of a new Policy, in accordance with this Section.

The Union agrees that the bargaining unit employees will comply with all Fire Department policies and procedures. In the event the City elects to change the Fire Department’s policies and/or procedures, without consensus from the JLM Committee, and should the Union determine that said changes have substantive and negative impact on members of the bargaining unit, the City agrees to confer with the Union prior to the implementation of any such change, and further agrees to post the proposed change thirty (30) days in advance of implementing said change, unless an emergency exists, and encourage comments by the Union.

ARTICLE 2
WORKING CONDITIONS

Section 2.01. Prevailing Rights

The following privileges and working conditions shall remain in force during the term of this Collective Bargaining Agreement unless added to, deleted from, or changed by mutual consent of both parties:

1. The City shall provide and maintain access to a Wi-Fi network throughout the fire station and Members' use shall comply with City's IT Policy;
2. Members may use non emergency telephones for personal calls and may use departmental computers for personal use provided such use is in compliance with the City's computer and telephone usage policy;
3. City shall provide transportation for on duty Fire Department business and duty cycle grocery shopping. Grocery shopping shall be conducted at a store within 3.0 road miles of the fire station.
4. Members may eat meals and prepare them at customary times when it does not interfere with the provision of Fire Department services. Members shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department services;
5. Members shall be allowed visitors at the firehouse between 0800 - 2300 hours provided that said visits do not interfere with their response to emergencies or interfere with Fire Fighters duties;
6. During the time not designated as Normal Working Hours, Members may use the recreation room and television, prepare and eat meals, sleep, work on individual interests, exercise, do minor repairs, maintenance, and cleaning of their personal vehicles as long as City supplies are not used, use personal computers and other electronic devices, read, or work on other non-defined personal projects;
7. Members shall be allowed to borrow fire department equipment not on any apparatus. All loaned items must have approval of chief officer and signed out/in on approved sign out sheets. Members are responsible for any damage to borrowed equipment;
8. Members shall be provided with parking at or very near the city hall building, at no cost to the Member;
9. The City shall provide coffee, tea, and the associated condiments for use at the firehouse;

10. The City shall maintain the provisions of the firehouse as are in existence at the time this Agreement is executed, and shall replace as needed, all: furniture, computers, televisions, kitchen supplies and accessories, kitchen appliances, outdoor grill and smoker, fitness equipment, beds, lockers, mattresses, sheets, blankets, pillows, bathroom supplies, and cleaning supplies, painting of walls and ceilings, replacement and professional cleaning of flooring, maintenance and replacement of HVAC systems, maintenance and replacement of kitchen appliances and cabinets, maintenance and replacement of washing machines (fire gear extractor and standard clothing washing machine) and clothing dryer;
11. Duty hours, shift schedule, and work scheduling shall continue as practiced at the execution of this Agreement. Generally, 90 minutes will be allocated daily for physical fitness activities as operations allow. Non-emergency operations such as, but not expressly limited to, inspections, apparatus and equipment maintenance, fire and EMS training, fire hose and fire hydrant testing, and facilities cleaning and maintenance shall be normally scheduled during normal work hours. The City reserves the right to schedule training and public relations assignments, outside of normal work hours.

The parties agree that disputes arising out of the interpretation of said privileges, past practices, working conditions, or benefits shall first be brought forth to the Joint Labor-Management Committee as set forth in Section 1.01 of this Agreement before engaging the formal grievance process, and further that grievances filed related to items set forth in Section 2.01 shall not be subject to the arbitration provision of the grievance process as set forth in Section 2.07.

Section 2.02. Personnel Reduction

1. **General Provisions**
The City Manager may, in his/her discretion, determine from time to time that a reduction in force may be necessary to maintain certain necessary services within the City. Should this occur, the City shall notify the Union one hundred twenty (120) days prior to such time as said layoff may occur and shall negotiate the terms of any reduction in force with the Union prior to the reduction. Upon receipt of said notification, the City and the Union shall endeavor to reach an agreement that will avoid a layoff or reduction in force.
2. **Layoff Process**
Should such reduction in force occur, layoffs will be recommended by the Fire Chief and with the approval of the City Manager, with length of continuous service be the primary and controlling determiner. Where length of continuous service is relatively equal (within 12 months), the

following factors may be used by the Fire Chief to determine personnel to be laid off:

- a. Ability;
- b. Efficiency;
- c. Conduct;
- d. Competence;
- e. Attendance; and
- f. Training.

3. **Recall Process**

Employees who are laid off shall be placed on a recall list for 36 months and recalled per City Policy.

Section 2.03. Promotions and Hiring

1. **General Provisions**

The filling promotions within the CFD shall be done in accordance with the CFD Promotions and Mentoring Policy.

2. **Timeliness**

The filling of full-time line-level vacancies shall take place as soon as practical upon the Member vacating his position, and shall be taken from an active hiring list if one exists. In the event that the active hiring list is over one (1) year old, or that the active hiring list does not contain enough candidates of suitable standing, a new hiring process shall be convened as soon as practical.

3. **Minimum Credentials for New Hires**

The minimum credentials for new hires shall be:

- a. 21 years old;
- b. High School diploma;
- c. Valid driver's license;
- d. Certified Missouri EMT-P license;
- e. Current CPAT certification;
- f. Standards for a professional Fire Fighter as set forth by the St. Louis County Fire Standards Commission as established by the St. Louis County Charter within the first six (6) months of employment.

Section 2.04. Personnel Transfers

1. **General Provisions**

As a general rule Shift reassignments will be made prior to the picking of the following year's vacation on December 1st.

2. **Member Initiated Transfers**

Members shall have the ability to request a change to shift assignments with another equally qualified Member if both agree to the change, and approved by the Fire Chief. The change request must be signed by both Members, and submitted to the Fire Chief.

Members shall have the ability to request shift assignments if a vacancy arises within the department. In the event that two Members desire to move to fill a vacancy, seniority of the Members will be the primary determining factor in the determining of the requested change if all other factors are equal. Such changes in assignments are subject to final approval by the Fire Chief, and that all assignments are subject to ensuring proper staffing for all shifts as determined by the Fire Chief.

3. **City Initiated Transfers**

The City shall have the right to change shift assignments to meet the essential operational needs of the Fire Department. In the event that the Fire Chief believes that such changes are necessary, the Fire Chief shall discuss the rationale with the JLM Committee, and will ensure that all reasonable efforts are made to not disrupt scheduled vacation of the affected Members or to limit their ability to properly select vacation time for the coming year.

Section 2.05. Loss of Seniority

The seniority of a Member shall be considered broken for the following reasons, and the Member shall be considered terminated:

- a. If the Member resigns voluntarily.
- b. If the Member is discharged and such discharge is not set aside through the grievance procedure.
- c. If the Member is laid off and fails to report to the City within two (2) weeks of the date of the City's notice by certified mail that he is being recalled. It is the sole responsibility of the Member to keep the City properly informed of his current address.

Section 2.06. Grievance Procedure

Recognizing the fact there is a negotiated Collective Bargaining Agreement covering employment conditions between the City of Clayton and Local 2665 of the International Association of Fire Fighters, any disagreement arising between the Members(s) and the City and/or the Union and the City over the application, interpretation or implementation of said Collective Bargaining Agreement and established conditions, the Union agrees to

follow the steps established in Chapter 8 of the City Personnel Policies and Procedures, and the City recognizes the right of the Union to represent its interest or the interest of the employee at any step during the process. The City hereby agrees to the following clarifications to the City's Personnel Policies and Procedures:

- A. A grievance is a complaint by (1) the City, or (2) a bargaining unit Member, or (3) a group of bargaining unit Members, or (4) the Union about any working condition including, but not limited to a violation, misinterpretation or misapplication of any provision of this Agreement (Type I grievance). A grievance is also any claim under federal, state, local law, or unlawful discharge, harassment, retaliation, discipline or unlawful treatment in employment or regarding terms and conditions of employment based upon any one or combination of factors prohibited by applicable law regarding terms and conditions of employment, including but not limited to claims of discrimination or retaliation on the basis of rights under statutes including but not limited to the Age Discrimination of Employment Act (ADEA), Americans with Disability Act (ADA) and Civil Rights Act (CRA), Title VII and its amendment to the Equal Pay Act, Family and Medical Leave Act (FMLA), and Missouri Human Rights Act, any and all retaliation claims under federal or state law Employee Retirement Income Security Act (ERISA), Immigration Reform and Control Act (IRCA), Worker Adjustment Retraining Notification Act (WARN), Fair Labor Standards Act, Davis Bacon Act, State Wage Laws, Whistleblower Claims, and similar such claims under federal, state and local law (Type II grievance). All grievances must be resolved by the grievance and arbitration procedure. Members may still contact and file administrative charge(s) with appropriate state and federal agencies. Should disagreements arise with respect to the interpretation or application of this Agreement or concerning any action against a Member involving discipline, discrimination, suspension or discharge, such disagreements shall constitute a grievance shall be disposed of in a manner hereinafter set forth.
- B. If a Type I grievance is not settled to their satisfaction based on the decision of the City Manager, the grievant may file an appeal with an arbitrator to be selected in accordance with the Federal Mediation and Conciliation Services (FMCS) Procedures for Requesting Arbitration Lists and Panels. The geographical local of the eligible arbitrators to be selected shall include the St. Louis, Missouri region or a mutually agreed region. Such an appeal shall be requested in writing and directed to the City Manager within five (5) working days after the issuance of the City Manager's decision.
- C. Upon such appeal, the Grievant and the City shall have the right to be heard and to present evidence. At the hearing of such appeals, technical rules of evidence shall not apply. After the hearing and consideration of the evidence, the Arbitrator shall either confirm the action of the City Manager, award the relief requested in the grievance, or recommend an alternate course of action. The Arbitrator shall file a written statement of findings and award with the City Manager within thirty (30) days following the close of the hearing or submission of briefs, whichever is later, and such decision shall be binding and final. The grievance, all written

documents that may have been considered in the hearing, the findings and the award issued by the Arbitrator in the binding Arbitration Hearing shall be promptly filed in the Human Resource Department.

- D. Type II grievances shall be conducted in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) dated November 1, 2009.
- E. If the Union determines not to take a Type II grievance through any of the steps of outlined in the grievance and arbitration procedure, the Member may proceed through the grievance and arbitration procedure by him or herself or through a private attorney. Only under these circumstances shall the costs of the arbitrator be paid by the City (costs are evenly split between the Union and City for Type I grievances); however, each party will still be responsible for their own attorney's fees. If any party prevails on a statutory claim which allows the prevailing party to be awarded attorney's fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law. If either party pursues a claim covered by this Agreement by any means other than arbitration, the responding party will be entitled to dismissal of such action, and the recovery of costs and attorney's fees related to such action.
- F. Grievances arising from Section 2.01 and Section 2.07.3 are not subject to binding arbitration.

Section 2.07. Discipline and Discharge Procedure

1. General Provisions

The Union agrees that corrective discipline of Members, when deemed necessary by the City, shall be administered in accordance with Chapter 8, Article III, Section 8-3 and Section 8-4 of the Personnel Manual. In instances where the amendments to Chapter 8, Article III, Section 8-3 and Section 8-4 of the Personnel Manual as set forth in this Agreement expand beyond that which is set forth in the Personnel Manual, this Agreement shall be controlling. The City agrees that discipline shall not be administered arbitrarily, and shall always be administered for just cause and with due process.

2. Modifications to City's Discipline Policy

But for the following provisos, Chapter 8, Article III, Section 8-3 and 8-4 of the Personnel Manual shall be controlling with regard to discipline and disciplinary procedures:

- a. The Fire Chief shall have responsibility for all disciplinary action but may delegate this authority to promoted supervisors.

- b. During a disciplinary finding meeting, the Member shall be afforded Union representation of his choosing who shall be permitted to speak on the Member's behalf during the meeting. When a proposed disciplinary action involves a suspension of more than twenty-four (24) hours, demotion, or termination, the Member, or the Union representative at the Member's request, will be given the opportunity to respond to the allegations prior to disciplinary action being taken.
- c. Written and oral discipline or suspensions less than 48 hours are not subject to binding arbitration.
- 4. In cases of suspension, demotion, or termination, the notice of disciplinary action shall contain information explaining the employee's right to have the action reviewed in accordance with Section 2.07 of this Agreement.

Section 2.08. Shift Exchange

1. **General Provisions**

Members may exchange their duty hours with another Member for that assignment provided he fills out all necessary paperwork and obtains prior approval from his immediate Battalion Chief. All shift exchanges shall comply with FLSA guidelines, and the City shall not be held responsible for adjudicating issues that arise from the exchange of shifts.

2. **Responsibility for Scheduled Time**

It shall be the responsibility of the Member entering into the agreement to work for the scheduled Member to arrive on time for the scheduled shift. If he is unable to do so, the originally scheduled Member will be assessed the total amount of scheduled hours in sick time, vacation time, comp time, or personal time, depending on the reason the exchanging Member is unable to fulfill his commitment.

Section 2.09. Drug and Alcohol Testing

1. **General Provisions**

Chapter 3, Article IV, Section 3.19 of the Personnel Manual shall be controlling for alcohol and drug testing, but for the exceptions and exclusions contained within this Agreement, which shall supersede the applicable provisions in the Personnel Manual.

2. **Post-Accident Testing**

Following an accident involving a City motor vehicle, or an occurrence involving an injured employee meeting the criteria herein, the City may test for the presence of alcohol and/or drugs for the exclusive purpose of determining sobriety of the injured Member or the Member operating a City vehicle at the time of the incident in the following instances:

- a. The accident resulted in a fatality;
- b. The accident resulted in an injury that requires conveyance via ambulance to seek medical attention away from the scene of the accident;
- c. The accident resulted in an injury that results in lost work time of the Member;
- d. Damage to City property or property leased by the City or being used for City purposes which results in damage to City property estimated to be excess of \$1,500 to repair;
- e. Damages to others property which results in damage to others property which results in damage to others property estimated to be excess of \$1,500 to repair.

3. **Reasonable Suspicion**

Members shall be subject to for cause drug and alcohol screening when their supervisor has documented reasonable cause to suspect that the Member may be impaired.

Section 2.10. Non-Scheduled Work

1. **General Provisions**

A Member who is called in and who reports to work overtime hours not continuous with scheduled worked hours, shall be guaranteed two (2) hours at one and one-half (1½) times the base rate. A Member who works additional hours due to response to emergency calls, after but continuous with his scheduled work hours shall not be guaranteed any minimum number of hours and shall be paid overtime for the hours worked to the next half hour as work hours.

Section 2.11. Extreme Weather

1. General Provisions

The mission of the Clayton Fire Department is to provide excellent emergency services to its citizens and businesses 24 hours per day, 365 days per year. An essential component of the success of that mission is ensuring that Members and equipment are as prepared as reasonably possible for the challenges they will face. It is agreed that regular training and equipment testing and maintenance are necessary to ensure that all personnel and apparatus meet applicable standards, and that the Union will make every reasonable accommodation to ensure they are completed in a timely manner.

2. Safety Considerations

It is further agreed that regular training and equipment testing, while important, are typically not so essential as to warrant exposing personnel to hazardous or inclement weather conditions that may render Members unnecessarily fatigued or infirmed, and thus less than optimally prepared to respond to emergency calls. For the purpose of this Agreement, inclement weather will be defined as the presence of any of the following: Wind Chill below 20 degrees Fahrenheit, Heat Index above 95 degrees Fahrenheit, extreme winds, rain, snow, sleet, or icy conditions. When said conditions exist, all activities which require extended exposure of personnel to outside weather conditions and can reasonably be re-scheduled shall be halted. It shall be the responsibility of the Union Shift Representative to contact the Battalion Chief and request that the Extreme Weather Clause be enacted. The Battalion Chief will be expected to notify the Fire Chief, or Acting Fire Chief to advise him of the situation and request permission to discontinue non-essential outdoor tasks

Section 2.12. Apparatus Staffing

1. General Provisions

The minimum daily staffing level for the Clayton Fire Department shall be not less than eleven (11) full-time Members on duty on any given day, with not less than thirteen (13) full-time Members assigned to each shift. The CFD shall regularly operate at a minimum two (2) pieces of front-line fire suppression apparatus, one (1) front-line EMS unit, and one (1) front-line shift battalion chief at all times as established in the CFD Apparatus Staffing Policy.

In the event circumstances result in a situation where the City believes it should not or cannot perform the assurances provided herein, the City will promptly notify the union of the impact of said circumstance. The Parties agree that in such an event they will reopen this Agreement with the express intent to reach a mutually agreeable accord. If the Parties cannot reach an agreement after meeting four times within 30 days, (or if bargaining has

been waived by the union), the Parties will engage in a non-binding mediation session before a FMCS or otherwise qualified mediator. If the dispute is not resolved during mediation, the mediator shall submit a confidential proposal to the Parties for their consideration within 7 days of the conclusion of the mediation. After the Board of Aldermen review and consider the mediator's confidential proposal, management then will be privileged to put its proposal into effect unilaterally.

2. **Apparatus Staffing Definitions**

Acting Captain – any member who is in or who has completed the CFD Officer Mentoring Program.

Acting Battalion Chief – all Fire Captains shall be expected to function as an Acting Battalion Chief as staffing needs require, unless coverage is made by a Chief Officer.

Engineer – both front-line fire apparatus shall have assigned to them a promoted Engineer whose responsibility is the safe operation of the apparatus and the monitoring of regular maintenance items associated with the apparatus.

Ambulance Personnel – generally the ambulance staff shall consist of a rotation of the three most junior Paramedic/Fire Fighters on each crew and the shift Lieutenant/Medical Officer, or the four most junior members in the absence of a Lieutenant/Medical Officer. The reserve ambulance shall be staffed by any Paramedic/Fire Fighter on duty and not assigned to 3217 as determined by the shift officers. The staffing procedures are more fully described in Fire Department Policies.

Section 2.13. Physical Fitness and Wellness

General Provisions

Through the utilization of a mutually agreed upon health services, the City will provide an annual Health, Wellness and Fitness Screening. The screening shall comply with NFPA 1582 and 1583, as well as the Joint Labor Management Wellness-Fitness Initiative in its most current edition. The Union agrees that it is a condition of continued employment that all Members participate in this screening and in daily fitness activities. The City agrees that it will adhere to all the principal tenants of the Initiative, and that the goal of the program will be to assist all Fire Fighters to obtain a high level of wellness and fitness.

1. **Mandatory, Non-Punitive**

The City agrees that it is the intent that the program should not be used in a punitive manner. The Union agrees that should a Member be deemed to not be medically fit for duty, or should a Member refuse to regularly participate in daily fitness activities, administrative actions taken with regard to the Member's health and safety shall not be considered punitive.

2. **Maintenance of Fitness Equipment**

The City agrees to incorporate a line item in the fire department budget for the purposes of replacing, repairing, and upgrading physical fitness equipment in the firehouses.

3. **Exposure Presumptions**

The City recognizes that the Members may, in the course of their duties, be exposed to infectious diseases, such as, but not limited to, tuberculosis, hepatitis B, and the human immunodeficiency virus (HIV), as well as to a variety of known carcinogens. The City agrees to, on an annual basis, provide training to the Members aimed at preventing and mitigating such exposures in the workplace. The City will make reasonable efforts to conform to standards for preventing such exposures, where such standards exist. The City will maintain an accessible reporting system by which Members can document exposures to infectious diseases and/or hazardous substances, and the City will ensure that the Members are encouraged to report said exposures and illnesses to the City's workers compensation provider.

Section 2.14. Overtime

1. **General Provisions**

The Fire Department annual budget shall include a line item for overtime dedicated to maintain apparatus staffing levels at an agreed upon minimum set forth in Section 2.12 of this Agreement. This funding shall be sufficient to ensure that apparatus staffing meets agreed upon minimum while allowing two (2) members to take earned time off at their discretion.

The following guidelines shall be implemented for distributing Voluntary and Mandatory Overtime. This policy will use the established Voluntary Overtime list and Mandatory Overtime list. These lists shall be kept in the Captain's Office, and it shall be the responsibility of the Captains to ensure that the policy is administered properly. The person assigning the overtime shall notify Members of the availability of overtime by any communications means available, including but not limited to phone calls, text message, and email. It shall be the responsibility of each Member to ensure that the roster contains the most up-to-date contact information including home phone number, mobile phone number or pager number, and email addresses.

2. **Use of Overtime Personnel**

The Member on overtime shall fill any riding position deemed necessary by the Battalion Chief, provided that the Member on overtime possesses the required licensure to fill that position. In the event that Chief Officers

are available to cover vacant positions, they may be used for this purpose at the City's discretion.

3. **Voluntary Overtime**

A **Voluntary Overtime** shift shall be defined as any shift, voluntarily worked at the firehouse. Overtime worked at a special event shall not impact a Members' standing on the Voluntary Overtime list.

The Voluntary Overtime list shall remain in effect for one calendar year, and shall reset each January 1st.

In the event that scheduled time off and/or unscheduled absences result in staffing levels dropping below the agreed upon minimum, Voluntary Overtime will be offered by working down the roster from the most senior person to the least senior person, regardless of rank, until someone accepts the overtime. The person accepting the overtime shift will then move to the bottom of the Voluntary Overtime list, and shall be the last person offered Voluntary Overtime when it becomes available again.

Emergency Overtime is that which occurs with less than twelve (12) hours' notice, such as a call-in due to illness or injury. The person assigning the overtime shall notify Members of the availability of overtime by any communications means available, including but not limited to phone calls, text message, and email. The first Member reached that accepts will be awarded the overtime.

Scheduled Overtime is that which occurs with greater than twelve (12) hours' notice, such as when multiple vacation days and training or long-term illness occur on the same date. Scheduled Overtime shall be distributed following the aforementioned guidelines based on the responses received to notification. The Captains, as soon as learning of an occurrence of scheduled overtime, shall send an email or other mutually acceptable notification to the two un-scheduled shifts notifying them of overtime availability. Members interested in the overtime shift shall respond by the deadline listed in the notification. Failure to respond by said deadline shall constitute a forfeiture of the opportunity for that overtime occurrence.

4. **Mandatory Overtime**

A **Mandatory Overtime** shift shall be defined as any occurrence that requires a Member to be called into, or remain at the firehouse without their consent for greater than two hours.

The Mandatory Overtime list will not reset each year, and shall continue indefinitely. It will begin with the least senior person and proceed through the entire roster before starting over. The only exception shall be that when

a new Member starts, he shall be placed at the top of the list until he receives his first mandatory shift, after which he shall be inserted into his appropriate position in the roster.

Mandatory Overtime will occur in the event that no one volunteers for overtime, and on-duty staffing falls below the minimum staffing standards set forth in this Agreement. Mandatory Overtime will be distributed by working up the roster from the least senior person to the most senior person. Once someone has been required to work Mandatory Overtime that person will move to the bottom of the Mandatory Overtime list and will not be required to work Mandatory Overtime again until the rest of the department has done so. In the event that extenuating circumstances make it impossible for someone to work an assigned Mandatory Overtime shift, the next person up the roster shall be assigned the Mandatory shift. The person refusing to work the Mandatory shift shall remain the next person due for Mandatory Overtime and may be subject to corrective action. Every effort should be made to prevent someone from being required to remain at the firehouse for longer than 72 hours.

5. **Special Event Overtime**

Overtime for special events shall be paid at 2.1 times a CFD Member's base hourly rate of pay. Members may elect to receive comp time at a rate of 2.1 times the hours worked for every hour worked, with a cap of ninety-six (96) hours of comp time accrual unless otherwise authorized to exceed that cap by the Fire Chief. A special event is any event that occurs within the jurisdiction of CFD and that requires CFD resources in excess of normal staffing. These events shall include all contracted events at Washington University, Art Fair, other large community events yet to be defined, public education and public relation events requiring additional personnel, and events of such high profile that they require additional resources to ensure public safety as determined by the Fire Chief.

6. **Extraordinary Circumstances Provision**

The City may, in its sole discretion, authorize additional overtime for staffing above and beyond the minimum staffing standards set forth in this Agreement if it determines that the threat of severe weather or civil unrest, or the existence of natural disasters or acts of terrorism, requires a force size greater than provided for by the minimum staffing standards set forth in this Agreement. The authorization of additional overtime for said circumstances shall not be precedent setting, and the assignment of said overtime shall be done as set forth in this Section, and shall not be at special event compensation rates.

The Fire Chief retains the right to cancel any and all time off, if in rare and emergency circumstances the retention of that time off hinders the safe and effective emergency operation of the Fire Department. The Chief will

provide as much advanced notice as possible of these situations. The City will make every reasonable accommodation to Members affected by these rare emergency situations.

Section 2.15. Political Activity

Members are free to exercise their full rights of suffrage. As public servants, Members are required to support the Constitution of the United States of America, the Constitution of the State of Missouri, all elected City officials while engaged in the lawful performance of their duties and to serve the interest of the public without regard to their personal political opinions or affiliations. As a result, the City reserves the right to restrict certain types of political activity on the part of Members with the intent to maintain the neutral and efficient performance of official duties, and to avoid any real or apparent conflict of interest. The following shall apply:

1. No Member shall publicly support or actively campaign for a political candidate for the offices of Mayor or Board of Aldermen or the City of Clayton while on duty or off duty in uniform. Conversely, no employee shall publicly oppose or campaign against a political candidate for the offices of Mayor or Board of Aldermen of the City of Clayton while on duty or off duty in uniform. The definition of “in uniform” includes City-issued uniforms as well as any apparel with insignia, logos, or language indicating an affiliation with the City of Clayton.
2. No Member shall solicit, sell, or handle political contributions while on City business or property.

Section 2.16. Temporary Loss of Licensure

1. Temporary Loss of Driver’s License

In the event that a Member temporarily loses their driver’s license, the Member will be given the opportunity to use accrued time off or to be placed on a leave of absence without pay at the City’s discretion. The Union recognizes that a valid driver’s license is an essential element of the position, and loss of driving privileges may require the Member to be removed from duty, and that the Member may be subject to disciplinary action by the City, up to and including termination.

2. Failure to Renew Required EMT, EMT-P, or RN License

In the event that a Member fails to renew his Missouri EMT, EMT-P or RN license in accordance with the parameters set forth by the State of Missouri, the Member will be given the opportunity to use accrued time off or be placed on a leave of absence without pay at the City’s discretion. The Union recognizes that the loss of EMS or Nursing licensure may prevent the Member from meeting the essential functions of the job, and may require the Member to be removed from duty, and may result in the

Member being subject to disciplinary action, up to and including termination.

ARTICLE 3 **COMPENSATION**

Section 3.01. FLSA and Payroll System

Members shall be paid bi-weekly in accordance with the "Clayton Fire Department Explanation of Salary Schedule" policy in effect at the memorialization of this Agreement and included as an appendix to this Agreement. Voluntary deductions from Member's paychecks shall continue in accordance with the City policy in effect at the memorialization of this Agreement.

Section 3.02. Pay Scale

1. **General Provisions**

The City will make the necessary allocations in each budget year to accommodate an annual across the board adjustment to each scale as well as the funds required to move Members to the next applicable step in their respective scale.

2. **FY2021 Pay Scale**

The following shall be the pay scales for the fiscal year 2021. The increase shall not be applied retroactively:

<u>FY 2021</u>								
Step	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
FF/EMT-P In Training	\$60,248							
Fire Fighter	\$62,757	\$64,954	\$67,227	\$69,244	\$71,321	\$73,461	\$75,665	
FF/EMT-P	\$65,410	\$67,699	\$70,068	\$72,521	\$74,697	\$76,937	\$79,246	\$81,623
Fire Lieutenant	\$73,038	\$75,593	\$78,239	\$80,586	\$83,004	\$85,494	\$88,059	
Fire Captain	\$84,274	\$87,223	\$90,276	\$92,985	\$95,775	\$98,647	\$101,607	

3. **Implementation**

Starting with the Fiscal Year 2017 budget, Members will be moved one additional step per year toward the step commensurate with their tenure with the department or most recent promotional date whichever is later, unless the Member has received an unsatisfactory yearly evaluation. Tenure for the purpose of assigning the appropriate step, shall be

determined by the anniversary date the Member will experience during the upcoming fiscal year.

4. **Future Years**

For FY 2022, a 2% across the board adjustment shall be applied to all steps in the pay scales referenced herein. The parties will meet no later than May 1, 2022 to collectively bargain wage increases for FY 2023.

5. **Engineer Special Duty Pay**

After ratification of this Agreement the CFD shall promote six (6) Members to the rank of Apparatus Engineer. Those individuals shall receive special duty pay in the amount of \$2,500 annually, or \$96.15 per pay period added onto their base annual wages. This position will not be considered a “higher classification” for purposes of Section 3.04.

Section 3.03. Paid Holidays

For the purpose of this Agreement, covered Members shall receive the equivalent of eight (8) hours of pay at the Member’s respective pay grade for the following recognized holidays:

- a. New Year’s Day
- b. Martin Luther King Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Day After Thanksgiving
- h. President’s Day
- i. Christmas Day
- j. Floating Holiday as set forth in the City’s Personnel Manual

Section 3.04. Hours of Duty Working in Higher Classification

When a Member works in a higher classification for a period of time greater than one (1) hour, the City will pay the Member a premium of 5% of the Member’s base pay per hour for all regular and overtime duty hours worked in the higher classification.

Section 3.05. Benefits

The City shall provide for the Members the same benefits at the same cost to the Members that it provides for the rest of the City’s employees. Those benefits include, but are not limited to:

1. Health, Dental, and Vision Insurance
2. Uniform Pension Plan
3. 457 Retirement Savings Plan

Within ninety (90) days of the execution of this Agreement, the City, at its sole discretion, shall add either Career First Responders 457 Plan offered by EPIC Retirement Plan Services and Hawthorne Financial or Nationwide Freedom Pro+ 457 Plan to its list of 457 providers.

4. Life Insurance
5. Long Term Disability Insurance
6. Membership to the Center of Clayton
7. Tuition Reimbursement Program

The Union recognizes that from time to time it is necessary for the City to re-negotiate its agreement with an insurance carrier in order to ensure competitive pricing of benefits. It is agreed that when said evaluations are undertaken, the Union will be notified.

Section 3.06. Injured or Disabled While On or Off Duty

1. **General Provisions**

The Union agrees that any Member who is injured and disabled while on duty shall be remunerated by the City, or its contracted insurance provider, in accordance with Chapter 7, Article II of the Personnel Manual, which is included as Appendix E of this Agreement. The aforementioned notwithstanding, the parties agree that during a Member's recovery the City may, at its discretion, require the Member to perform light duty assignments, provided that said light-duty assignments occur on the Member's regularly scheduled duty day and are in accordance with the restrictions set forth by the Member's treating physician.

2. **Reasonable Accommodation Request**

Any Member who is injured or disabled on or off duty and is unable to return to work after the expiration of their FMLA leave (if eligible) may request a reasonable accommodation in the form of requesting to exhaust their remaining accrued leave or requesting Leave Without Pay pursuant to Article VIII, Section 6-19 of the Personnel Manual which is included as Appendix C of this Agreement.

3. **Shift Exchange**

Nothing in this Section prohibits a Member from exchanging shifts as permitted under the FLSA with the expressed understanding that the City is not liable for said exchanged shifts.

Section 3.07. Professional Development

The Clayton Fire Department Training/Certification Policy, which is included as Appendix B of this Agreement, shall be controlling for the purpose of Member's professional development.

Section 3.08. Uniforms and Personal Protective Equipment (PPE)

- A. The City will purchase NFPA compliant PPE for Members as determined through the annual uniform and PPE review process.
- B. A Member may request uniforms and PPE if damaged. The Member's request must be approved by the Battalion Chief.
- C. The Uniform Committee shall recommend uniform and PPE requirements to the JLM committee.
- D. The City shall purchase American made apparel whenever feasible.

**ARTICLE 4
LEAVE TIME**

Section 4.01. Leave Time

The City shall provide for the Members Leave Time as outlined in Chapter 6 of the City Personnel Manual which is in effect at the execution of this Agreement, and which is included as Appendix C of this Agreement, and as explained in the Fire Department Policy on Leave Time, which is included as Appendix D of this Agreement.

Section 4.02. Compensatory Time

Members may elect to receive compensatory time in lieu of overtime pay for additional hours worked. Compensatory time will be accrued at one and one-half (1 ½ x) times the total additional hours worked, and can be taken as set forth in the Fire Department Leave Time Policy which is included as Appendix D of this Agreement. Members may request once per fiscal year to be paid in full for accrued comp time and the city may pay it at its sole discretion. The maximum accrual of comp time shall be one hundred and forty-four (144) hours total accumulated time owed.

**ARTICLE 5
CONDITIONS OF THE AGREEMENT**

Section 5.01. Savings Provision

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, by any court or by reasons of any existing or subsequently

enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the provisions of this Agreement shall be amended so as to render the provision in question in compliance with applicable law as close to the original intent of the parties as possible.

Section 5.02. Duration

This Collective Bargaining Agreement shall be effective as of the day after this Collective Bargaining Agreement is executed by both parties and shall remain in full force and effect until September 30, 2023. The parties shall meet no earlier than 120 days and no later than 90 days prior to the expiration of the Agreement. Should such an agreement not be reached sixty (60) days prior to the expiration of the Collective Bargaining Agreement, either party may request non-binding mediation that shall result in both parties participating in non-binding mediation through the Federal Mediation and Conciliation Service (FMCS) or a mutually agreeable mediator. This Collective Bargaining Agreement shall remain in full force and be effective during the period of discussions and shall remain in full force and effect until such time that a successor Agreement has been reached.

Section 5.03. Exclusivity of Services

1. **General Provisions**

The core duties related to the provision of fire suppression, rescue, and emergency medical care normally assigned to Members and agreed upon under this Agreement shall be duties that remain Fire Department responsibilities and shall not be construed as services that can be contracted, loaned, or detailed out to any other entity, public or private. The ancillary services related to supporting the core duties of the Fire Department, including but not limited to: fire prevention, plan review, public education, community health, Member training, clerical or custodial work, hydrant testing, hose, pump, or ladder testing, and other similar functions shall remain the responsibility of the Fire Department. Said ancillary services, may be contracted, loaned, or detailed out to another entity provided such meets or exceeds the services currently provided by the Fire Department and can provide an economic advantage to the City.

2. **Employer Rights**

This Section is not intended in any way to limit the Employer's right to participate in mutual aid arrangements with other cities or fire districts, nor is it intended to limit the Employer's management right to join or form a fire district, enter into cooperative services agreements with other public agencies, or reduce or consolidate services should the formation of a fire district or cooperative service agreement result in such.

3. **Union Notice and Participation**

In the event of any such action or discussions considering such actions set forth in this Section, the Employer shall notify the Union immediately, and the Union shall be afforded a regular and substantive role in the process and in the development of whatever recommendation shall be made to the Clayton Board of Aldermen.

Section 5.04. Successor Entities

1. **General Provisions**

The CFD Shop of IAFF Local 2665 recognizes that should the Shop disaffiliate with the IAFF and/or Local 2665 that the terms and conditions contained within this Agreement will not automatically be transferred to whatever authorized bargaining agent, if any, assumes the representation of the Members of the Shop. If the transferring entity is established as the exclusive bargaining agent of the Shop as recognized by law, the City reserves the right to honor none, part, or all of this Agreement at its discretion.

2. **Union Notice and Participation**

If the City intends to explore the merger, consolidation, or outsourcing of fire suppression, rescue, or emergency medical services to another public agency, the City will provide immediate notice to the Union of the City's intent to do so, and the Union shall have the opportunity to be heard on the possible change. The Clayton City Board of Aldermen may effect such a change if it determines that such actions will best serve the public welfare. The City will further provide a minimum notice of three months to the Union before the change goes into effect. The City will work in good faith with the successor in an effort to transfer Member jobs from the City to the successor under the terms and conditions of this Agreement.

Section 5.05. No Strikes, No Interference

1. **General Provisions**

The Union and the Members shall not engage in, nor encourage any engagement in, either directly or indirectly, strikes, slowdowns, group illness, or withdrawal of services against the Clayton Fire Department or the City of Clayton.

2. **Protection of Public Access**

The Union and the Members shall not hinder nor prevent any entrance to or egress from fire houses or any other public buildings nor shall the Union or the Members obstruct nor interfere with the free and uninterrupted use of public roads, streets, highways, railways, airports, or other ways of travel.

3. **Informational Picketing**

The Union and the Members may engage in informational picketing consistent with and to the extent allowed by law. However, it is agreed that there shall be no picketing, informational picketing, or any similar action by any Members or group of Members represented by this Union without first exhausting the grievance procedure set forth in this Agreement and, upon exhaustion of the grievance procedure, the Union shall also then be required to submit, in writing to the City Manager, one (1) week prior to such picketing, a written statement explaining or setting forth the entire reasons for which such picketing shall occur.

4. **Member Conduct**

If the City believes that any Member or group of Members represented by this Union is in violation this Section, the City shall immediately notify the Union of such concerns, and the Union shall take immediate affirmative action to prevent such acts and take all necessary steps to ensure that work will be properly and orderly resumed. Violation of the provisions of this Section may result in disciplinary action being taken against the participating Members up to and including termination.

Section 5.06. Approval of the Agreement

The following individuals by endorsing this Agreement represent that they are authorized agents of the Union or the City with the authority to express the approval of the terms and provisions of this Agreement on behalf of the Professional Firefighters of Eastern Missouri, IAFF Local 2665, or the City of Clayton, Missouri

David Gipson, City Manager
City of Clayton

Michael Dedert – Clayton F.D.
IAFF Local 2665 Shop Steward

Kurt Becker,
IAFF Local 2665 District Vice-President

Sean Murray
IAFF Local 2665 Business Manager

Clayton Fire Department Explanation of Salary Schedule

All uniformed members of the Clayton Fire Department assigned to a crew shall work rotational 24 hour shifts based on a 28 day work cycle. There are three crews, identified as A, B & C. Each work rotation will consist of 48 hours on-duty 96 hours off, etc. Annually, this calculates to 2,912 hours per year. According to FLSA Guidelines, all non-exempt members of the fire department will receive overtime at the rate of time and one-half for any hours worked over 2,756 per year, leaving 156 hours to be paid at time and one-half.

Following FLSA guidelines, all exempt, uniformed personnel assigned to a crew (Battalion Chiefs) will work 224 hours in a 28 day cycle, which consists of 112 hours every 14 days (pay period). These employees do not receive overtime for hours worked in excess of "regularly scheduled hours".

The pay for all non-exempt uniformed personnel (personnel eligible for overtime) is calculated as follows:

During each 28 day cycle one crew will work ten 24 hour shifts for a total of 240 hours (or 120 hours every 14 days) and the other two crews will work nine 24 hour shifts for a total of 216 hours (or 108 hours every 14 days). Any non-exempt member will be paid at 1½ times their normal hourly rate for any hours worked over 212 hours in a 28 day cycle. If a member working a ten day cycle is on-duty for all ten shifts, he/she will have worked the entire 240 hours, thus giving him/her 28 hours of pay at 1½ times his/her normal hourly rate per FLSA guidelines.

A member will be paid for overtime as a result of "regularly scheduled hours" at the end of the cycle except a member will not be paid this overtime during his/her nine or ten day cycle if he/she is off work during his/her normal work schedule due to any of the following leave occurrences:

- Disciplinary action without pay
- Leave without pay

The above list may not be all-inclusive and any member who has questions about the status of a particular situation should request a clarification through the chain of command.

Mandatory Classes and Certifications for Clayton Fire Department Personnel

<u>Incident Command</u>	
ICS 100, 200, 700, and 800	All Personnel
ICS 300 and 400	Chief Officers
Blue Card certification	All Officers
<u>Division of Fire Safety</u>	
Apparatus Driver / Operator	Assigned Engineers and Acting Engineers
Fire Service Instructor I	Lieutenants, Captains and Chief Officers
Fire Service Instructor II	Department Training Officer and Crew Training Captains
Fire Officer I	Lieutenants, Captains and Chief Officers
Fire Officer II	Chief Officers
Fire Investigator	Fire Marshall and others as determined by the Fire Chief
Fire Inspector	Fire Marshal and Captains
National Fire Academy	All personnel are encouraged to attend as availability permits
<u>Rescue</u>	
Tech Rescue Core	All Members
HAZMAT Awareness and OPS	All members
Rope Rescue Technician	Strike Team members and others as determined by the Fire Chief
NFPA equivalent Structural Collapse Awareness	All Members
Structural Collapse Technician	Strike Team members and others as determined by the Fire Chief
NFPA equivalent Trench Rescue Awareness	All Members
Trench Rescue Technician	Strike Team members and others as determined by the Fire Chief
NFPA equivalent Swift Water Rescue Awareness	All Members
Swift Water Rescue Technician	Strike Team members and others as determined by the Fire Chief
NFPA equivalent Confined Space Awareness	All Members
<u>Safety</u>	
Incident Safety Officer	All Officers
<u>EMS</u>	
As defined by the Current COG	All Members

CHAPTER 6 – LEAVE TIME

Article I.	Holidays
Article II.	Vacation Leave
Article III.	Sick Leave
Article IV.	Parental Leave
Article V.	Family and Medical Leave
Article VI.	FMLA Military Family Leave
Article VII.	Military Leave
Article VIII.	Civil Leave
Article IX.	Community Service Leave
Article X.	Other Leave
Article XI.	Administrative Leave
Article XII.	Unauthorized Absences
Article XIII.	Shared Leave Donation for Medical Emergencies

ARTICLE I. HOLIDAYS

Section 6-1 Official City Holidays

A. The City observes ten (10) official holidays throughout the year:

• New Year's Day	January 1
• Martin Luther King's Birthday	3 rd Monday in January
• President's Day	3 rd Monday in February
• Memorial Day	Last Monday in May
• Independence Day	July 4
• Labor Day	1 st Monday in September
• Thanksgiving Day	4 th Thursday in November
• Day after Thanksgiving	4 th Friday in November
• Christmas Day	December 25
• Floating Holiday	Determined annually by City Manager

B. Holidays that fall on a Saturday will be observed on the preceding Friday, and those which fall on a Sunday will be observed on the following Monday.

- C. Non-exempt, non-uniformed employees in full-time positions (excluding Police Department personnel), and part-time positions (excluding Parks and Recreation Department personnel):
1. who are not required to work on the day of a City-observed or actual holiday will receive regular pay for the number of hours they would normally be scheduled to work on the day the City-observed or actual holiday falls;
 2. who are scheduled and required to work on a City-observed or actual holiday will be paid their hourly rate for the number of hours they were regularly scheduled to work as holiday pay plus they will receive either their regular hourly rate for the number of hours actually worked or will receive compensatory time equivalent to the number of hour actually worked; and
 3. who are called in to work on a City-observed or actual holiday for an emergency such as a snow event will be paid their hourly rate for the number of hours they were regularly scheduled to work as holiday pay plus they will receive either one and a half (1 ½) times their hourly rate for the number of hours they were actually worked or receive compensatory time equivalent to one and a half (1 ½) times the number of hours actually worked.
- D. Non-exempt Parks and Recreation Department employees in part-time positions will be provided with a list of up to ten (10) Department-designated holidays by facility at the beginning of each calendar year. Those part-time employees who are required to work on a Department-designated holiday will be paid one and a half (1 ½) times their hourly rate for the number of hours they work on that day. Employees in positions with the flexibility to set their own appointments (such as personal trainers and private instructors) and those employees not required to work shall not be paid for working holidays.
- E. Temporary/seasonal employees will not receive holiday pay unless they are required to work. Those temporary/seasonal employees who are required to work on a City-observed or actual holiday will be paid one and a half (1 ½) times their hourly rate for the number of hours they work on that day.
- F. Exempt, non-uniformed employees in full-time positions:
1. who are not required to work on the day of a City-observed or actual holiday will receive the regular pay they would normally receive for the day the City-observed or actual holiday falls; and
 2. who are required to work on a City-observed or actual holiday may take an alternate workday off in addition to receipt of any regular pay. Utilization of the day off shall be arranged between the employee and their supervisor. It shall be the responsibility of the supervisor to track such an event for record-keeping purposes and to make the appropriate notation on time-keeping records for payroll purposes. Such day off shall be taken within sixty (60) days of the date of the holiday or it is forfeited. Any unused days are not compensable upon separation.

G. Police Department Personnel:

1. On an annual basis, non-exempt sworn Police officers who work twelve-hour shifts shall receive up to eighty (80) hours of holiday leave time in lieu of guaranteed time off on City holidays. At the employee's option, twenty-four (24) of the hours can be converted to cash based on the employee's hourly rate and be paid to the employee the first pay period in December. This option must be elected by February 1 of each year. The Police Department shall be responsible for tracking, approving, and submitting to the Human Resources Office payroll requests for the cash out option. Utilization of holiday leave time off shall be arranged between the employee and their supervisor. Such time off shall be taken within the calendar year or it is forfeited. Officers who are not employed by the City for a full year, or who transfer to/from a shift position, will receive a prorated number of holiday leave hours based on the number of holidays during which they are employed in the shift position, with eight (8) hours of holiday leave being earned for each holiday they are employed. All officers separating from employment with the City will be required to reimburse the City for any holiday leave time taken that has not yet been earned in the calendar year if that time is unable to be converted to personal holiday or vacation leave time.
2. Other non-exempt full-time Police Department personnel:
 - a. who are not required to work on the day of a City-observed holiday will receive regular pay for the number of hours in their normal workday; or when a City-observed holiday falls on an employee's regular day off they may receive another day off as a holiday within two weeks (either before or after) of the actual holiday; and
 - b. who are scheduled and required to work on a City-observed or actual holiday will be paid their hourly rate for the number of hours they were regularly scheduled to work as holiday pay plus either their hourly rate for the number of hours actually worked or receive compensatory time equivalent to the number of hours actually worked; and
 - c. who are called in to work on a City-observed or actual holiday for an emergency will either be paid their hourly rate for the number of hours they were regularly scheduled to work as holiday pay plus either one and one half (1 ½) times their hourly rate for the number of hours actually worked or receive compensatory time equivalent to one and one half (1 ½) times the number of hours worked.
3. Exempt Police Department personnel in full-time positions who are required to work on a City-observed or actual holiday may take an alternate workday off in addition to receipt of regular pay. Utilization of the day off shall be arranged between the employee and their supervisor. It shall be the responsibility of the supervisor to track such an event for record-keeping purposes and to make the appropriate notation on time-keeping records for payroll purposes. Such day off shall be taken within sixty (60) days of the date of the holiday or it is forfeited. Any unused days are not compensable upon separation.

H. Uniformed Fire Department Personnel:

1. Firefighters, Firefighter/Paramedics, Captains and Battalion Chiefs shall receive supplemental holiday pay in lieu of guaranteed time off on City holidays. For each actual holiday that the individual is employed by the City, they shall receive payment per a schedule established annually by the City Manager, regardless if the employee works the actual holiday or not.
 2. If the Assistant Fire Chief or Fire Chief is required to work on a City-observed or actual holiday, they may take an alternate workday off in addition to receipt of any regular pay. Utilization of the day off shall be arranged between the employee and their supervisor. Such day off shall be taken within sixty (60) days of the date of the holiday or it is forfeited. Any unused days are not compensable upon separation.
- I. See also Section 6-28 for how holiday pay is affected during a leave of absence without pay.

Section 6-2 Personal Holidays

All full-time employees also receive two (2) paid personal holidays per calendar year. Full-time shift Fire Department personnel receive two (2) 24-hour holidays; all other full-time employees receive two (2) 8-hour holidays. For the calendar year in which an employee is initially hired, the employee will receive the following prorated number of personal holidays based on hire date: January through June – two (2) personal holidays; and July through December – one (1) personal holiday. There is no waiting period to use the personal holidays. Usage must be scheduled with the employee's immediate supervisor and requests may be denied based on workload needs of the department. Such personal holidays must be taken within the calendar year or they are forfeited. Any unused days are not compensable upon separation. For anyone who leaves employment in January through June and has used both personal holidays, the unearned day taken will be deducted from final pay and if there is still a balance due, they will be expected to make financial arrangements to reimburse the City for the excess leave taken.

ARTICLE II. VACATION LEAVE

Section 6-3 Full-Time Employees

- A. Over the course of a calendar year, full-time employees (with the exception of employees in Grades Q and above on the Open Range Pay System and shift Fire Department personnel) shall earn vacation leave as shown on the schedule below:

• Up to four (4) years of service	96 hours (twelve 8-hr. days/year)
• After four (4) years of service	112 hours (fourteen 8-hr. days/year)
• After seven (7) years of service	128 hours (sixteen 8-hr. days/year)
• After ten (10) years of service	144 hours (eighteen 8-hr. days/year)
• After fifteen (15) years of service	160 hours (twenty 8-hr. days/year)
• After twenty (20) years of service	176 hours (twenty-two 8-hr. days/year)
• After twenty-five (25) years of service	208 hours (twenty-five 8-hr. days/year)

- B. Over the course of the calendar year, Open Range employees in Grades Q-S shall earn vacation leave as follows:

• Up to seven (7) years of service	120 hours (fifteen 8-hr. days/year)
• After seven (7) years of service	Per schedule above in 6-3A

- C. Over the course of the calendar year, Open Range employees in Grades T and above who are classified as Directors or Chiefs shall earn vacation leave as follows:

• Up to two (2) years of service	120 hours (fifteen 8-hr. days/year)
• After three (3) years of service	160 hours (twenty 8-hr. days/year)
• After twenty (20) years of service	Per schedule above in 6-3A

- D. Over the course of a calendar year, full-time shift Fire Department employees shall earn vacation leave as shown on the schedule below:

• Up to four (4) years of service	144 hours (six 24-hr. days/year)
• After four (4) years of service	168 hours (seven 24-hr. days/year)
• After seven (7) years of service	192 hours (eight 24-hr. days/year)
• After ten (10) years of service	216 hours (nine 24-hr. days/year)
• After fifteen (15) years of service	240 hours (ten 24-hr. days/year)
• After twenty (20) years of service	264 hours (eleven 24-hr. days/year)
• After twenty-five (25) years of service	312 hours (thirteen 24-hr. days/year)

- E. Newly hired employees may begin to take vacation after the successful completion of six (6) months of employment. Employees who are separated with less than six (6) months of service shall not be paid for any accrued vacation leave. Upon separation, employees with more than six months of service shall be compensated for all earned, unused vacation leave except as follows. In case of death, compensation shall be paid to the beneficiary or executor of the employee's

estate. Employees with more than six months of service who are terminated shall not be compensated for any unused accrued vacation time balance if the employee is terminated for cause, fails to provide the required notice of their resignation as specified in Chapter 9, Article I, Section 9-2, or the City determines to accept the employee's resignation in lieu of termination for cause. "For cause," includes, but is not limited to, the prohibited conduct specified in Chapter 3, Article II, Conduct on the Job, Sections 3-4 through 3-11 and other City work rules contained in its Personnel Policies and Procedures.

- F. Employees shall be allotted vacation at the beginning of the calendar year based on the anniversary year that they will reach during that year so that it can be scheduled over the twelve (12) month period. Although vacation shall be allotted at the beginning of the calendar year, it shall be earned by employees on a proportionate basis over the course of the calendar year. In the case that the City Manager approves more time be taken than accrued due to extenuating circumstances, this amount may be deducted from the following year's allotment. In the event that an employee separates from City employment before earning the vacation days they have taken, the unearned days taken will be deducted from final pay and if there is still a balance due, they will be expected to make financial arrangements to reimburse the City for the excess leave taken.
- G. Uniformed Shift Fire Department employees are entitled to carry over up to ninety-six (96) hours of vacation into the following year and all other employees are entitled to carry over up to eighty (80) hours of vacation accrual into the following year. Any carry-over above these limits must be approved by the City Manager and will only be considered in extraordinary circumstances such as the case of low staffing levels due to vacancies or emergency situations that arise late in the year and prevent the department from being able to allow or reschedule time off. In such a circumstance, the employee's supervisor shall be responsible for seeking approval for the carry-over. To request the carry-over, the supervisor shall submit in writing to the Human Resources Manager, who will be responsible for obtaining final approval from the City Manager, the request outlining the number of hours the employee is requesting to carry over beyond limits above and the reason for such request. Employees are highly encouraged to use their accrued vacation time each year as a period of rest and relaxation away from the workplace.
- H. Non-Exempt Employees may use vacation time in fifteen (15) minute increments.
- I. Realizing that exempt employees are often required to work more than 40 hours in a work week period in order to successfully complete the duties of their position, they shall be charged for the use of vacation time in four (4) hour increments. This is not intended to count the hours worked by an exempt-level employee and grant time off for each hour worked beyond 40 in a work week period or alter their status as exempt under FLSA regulations.
- J. Department Heads shall establish guidelines for scheduling vacations, including prior notification requirements. Employees are urged to take vacations during "off peak" periods of their department's workload. Vacation requests may be denied based on workload needs of the department. Employees may be recalled from vacation leave or may have their scheduled

vacation leave postponed in the event the City Manager and/or Department Head declares that an emergency situation exists or if the workload necessitates the employee's presence. When an employee is recalled from vacation leave, the employee's vacation leave will be rescheduled at the earliest convenient time.

- K. A holiday that occurs during a vacation leave is not counted as a day of vacation unless an employee was scheduled to work the holiday and was granted the day off.
- L. Sick leave may be substituted for scheduled vacation leave if the employee is unexpectedly faced with a situation that is considered sick leave. A written substantiation of the situation may be required upon the employee's return to work.
- M. The Human Resources Office is responsible for maintaining adequate records for each employee that reflect accrual, usage, and accumulation of vacation time for all employees. Supervisors are responsible for monitoring balances and considering those when reviewing vacation leave requests.
- N. See also Section 6-28 for how vacation accruals are affected during a leave of absence without pay.

Section 6-4 Part-Time Employees

- A. On the employee's anniversary date, if the employee has worked at least 1,040 hours during the prior twelve (12) months and a minimum of forty (40) hours per month during the year, the employee shall be credited with vacation leave. The credit will be calculated as follows: number of hours actually worked/2080/2*96.
- B. Vacation leave and sick leave taken are not considered hours actually worked, and therefore, shall not be included in the above calculations.
- C. Vacation leave shall be credited each year on the first of the month following the employee's current anniversary date.
- D. A part-time employee shall not carry a balance of more than seventy-two (72) hours of vacation leave on the books.
- E. Upon termination or resignation, part-time employees shall be compensated for all credited, unused vacation leave. In case of death, compensation shall be paid to the beneficiary or executor of the employee's estate. Part-time employees who are terminated shall not be compensated for any unused accrued vacation time balance if the employee is terminated for cause, fails to provide the required notice of their resignation as specified in Chapter 9, Article I., Section 9-2, or the City determines to accept the employee's resignation in lieu of termination for cause. "For cause," includes, but is not limited to, the prohibited conduct specified in Chapter 3, Article II, Conduct on

the Job, Sections 3-4 through 3-11 and other City work rules contained in its Personnel Policies and Procedures.

- F. The provisions of Section 6-3(H) through (L) above also apply to part-time employees.

ARTICLE III. SICK LEAVE

Section 6-5 General Provisions

- A. Sick leave may be used for the following purposes:
 - 1. Personal illness or injury.
 - 2. To attend an appointment with a health care provider. Employees are expected to attempt to schedule medical appointments after work hours or on days off, and/or at the beginning or end of their normal work schedule.
 - 3. To attend to a member of the employee's immediate family whose illness requires the employee's presence. A health care provider's statement may be required. See Chapter 6 for additional provisions regarding the Family and Medical Leave Act, including twelve (12) week limitation.
 - a. For purposes of this Article only, immediate family is defined as spouse, domestic partner, child, parent, legal guardian, and respective step relatives and in-laws.
- B. Non-exempt employees may use sick leave in fifteen (15) minute increments.
- C. Realizing that Exempt-Level employees are often required to work more than 40 hours in a work week period in order to successfully complete the duties of their position, they shall be charged for the use of sick leave in four (4) hour increments. This is not intended to count the hours worked by exempt-level employees and grant time off for each hour worked beyond 40 in a single work week period or alter their status as an exempt level employee under FLSA regulations.
- D. To be eligible for paid sick leave, an employee shall notify their immediate supervisor of the reason for their absence as far in advance as possible. Absent extraordinary circumstances, employees must notify their supervisor at least one hour before their scheduled work period for unplanned absences. Absent extraordinary circumstances, employees who do not report for work nor notify their supervisor of sick leave within one hour after their scheduled shift start may be considered on unauthorized leave. An employee must keep their supervisor informed of their condition each day of their absence, or at any longer interval authorized by the supervisor.
- E. An employee who takes sick leave may be required at any time to submit a statement from a health care provider that the employee's condition or that of their family member's, prevented them from working. Such a statement will be required in all instances where three (3) or more consecutive work periods are missed.

- F. Any employee returning to work after an absence for a serious medical condition will be required to submit a statement to the Human Resources Office from their health care provider indicating that they can safely resume their work. The statement must specify that the employee can perform the essential functions of their job, with or without a reasonable accommodation. If an accommodation is needed, that should be described. To help make this determination, the Human Resources Office will provide a written job description upon request from either the employee or physician. Statements shall be directed to the Human Resources Office for a decision regarding accommodation. In the case of a request for light duty, the City reserves the right to deny it at its sole discretion. The City also reserves the right to require the employee to undergo another medical exam at the City's direction and cost to assure an employee is capable of safely resuming work.
- G. Suspected abuse of sick leave will be investigated by the employee's supervisor or Department Head. Abuse of sick leave will result in appropriate disciplinary action, up to and including termination.
- H. No employee may work an outside job while on sick leave from the City.

Section 6-6 Full-Time Employees:

- A. Accrue sick leave at an approximate rate of 3.69 hours per pay period (96 hours annually) except for shift Fire Department personnel who accrue sick leave at an approximate rate of 5.54 hours per pay period (144 hours annually). Full-time employees are eligible to begin using accrued sick leave after one (1) month of employment with the City.
- B. Shall be allotted sick leave at the beginning of the calendar year; however, it shall be earned by employees as outlined in A. above. In the case that the City Manager approves more time be taken than accrued due to extenuating circumstances, this amount may be deducted from the following year's allotment. In the event that an employee separates from City employment before earning the sick leave days they have taken, the unearned days will be deducted from final pay and they will be expected to make financial arrangements to reimburse the City for any remaining balance.
- C. May carry sick leave forward from year to year and may accumulate leave balances until a maximum of six (6) calendar months have been accrued (1,040 hours or 130 8-hour days for non-uniformed and Police employees; 1,456 hours or 60 24-hour shifts for shift Fire Department employees). Beyond those maximums, no additional sick leave will accrue. Any employee whose accrued balance exceeds these caps as of December 31, 2006, will not receive another accrual until such start of a calendar year in which the balance has fallen below the cap.
- D. May exercise their sick leave for personal illness or non-work-related injury as specified in Section A. above. Accrued sick leave for such reasons may not be utilized in periods greater than six (6) consecutive calendar months, by which time an employee should have ample opportunity to apply for long-term disability benefits, if applicable. As specified in the current plan, long-term disability benefits are available to employees after they become unable to perform their job and

are absent for ninety (90) days or longer. Once an employee has been approved for long-term disability, they will be required to continue to use sick leave time to cover any continued, approved absence from work until 96 hours of sick leave and 40 hours of vacation time remain, except for Fire Department Shift Employees who may leave 144 hours annually of sick leave and 60 hours of vacation time remaining. However, the employee may also have the option to use such time in full.

- E. Who are terminated for cause or fail to provide the required notice of their resignation as specified in Chapter 9, Article I., Section 9-2 and the City determines to accept the employee's resignation in lieu of termination for cause shall not receive any compensation for unused but accrued sick leave balance. "For cause," includes, but is not limited to, the prohibited conduct specified in Chapter 3, Article II, Conduct on the Job, Sections 3-4 through 3-11 and other City work rules contained in its Personnel Policies and Procedures.
- F. Who separate before becoming vested in their respective pension plan, shall not receive any compensation for unused but accrued sick leave balance.
- G. Who separate and are vested in their respective pension plan, but not yet at normal retirement, will receive \$1 per hour for accrued but unused sick leave balance upon their separation from employment.
- H. Who separate upon or after reaching normal retirement, as defined by their respective pension plan, may sell back fifty percent (50%) of their unused but accrued sick leave balance.
- I. See also Section 6-28 for how sick leave accruals are affected during a leave of absence without pay.

Section 6-7 Part-Time Employees:

- A. On the employee's anniversary date, if the employee has worked at least 1,040 hours during the prior twelve (12) months and a minimum of forty (40) hours per month during that year, the employee shall be credited with sick leave. The credit will be calculated as follows: number of hours actually worked/2080/2*96.
- B. Vacation leave and sick leave taken are not considered hours actually worked, and therefore, shall not be included in the above calculations.
- C. Sick leave shall be credited each year on the first of the month following the employee's current anniversary date.
- D. Sick leave benefits can only be used for the hours an employee has been scheduled to work. If the leave is for an extended period (such as FMLA) and no schedule has been established, the leave benefits can be used up to the average number of hours worked per week in the preceding year.

- E. Sick leave may be carried forward from year to year and may accumulate until a maximum of 520 hours has been accrued.
- F. Upon termination or resignation, no compensation shall be paid for unused sick leave.

ARTICLE IV. PARENTAL LEAVE

Section 6-8 Policy Statement

The purpose of this Policy is to give parents additional flexibility and time to bond with their new child while adjusting to a changing family situation. While such paid leave is not required by law, family-friendly policies are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations. Maternity/Paternity/Adoption Leave under this policy is a paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care. Such paid leave under this policy will not be charged against the employee's other paid leave benefits; however, if the employee is entitled to leave under the Family and Medical Leave Act, Paid Parental Leave and FMLA Leave will run concurrently.

Section 6-9 Eligibility

Eligible employees must meet the following service criteria:

- Be a designated full-time employee with a least one year of continuous full-time service at the time of birth or adoption date.

In addition, employees must experience one of the following events on or after October 1, 2018:

- Have given birth to a child.
- Have fathered a child.
- Be a spouse or committed domestic partner to an individual giving birth to a child.
- Have had a child age ten (10) or younger placed in one's care through adoption or foster care.
 - The placement or adoption of a child by a new spouse/partner (i.e. Stepchild) is excluded from this policy.

Section 6-10 Leave Time

A. Employees will be granted paid Parental Leave in the amount listed on the schedule below per calendar year to cover their regularly scheduled shifts for time off to bond with the child. In the event more than one child is born or adopted at the same time, a maximum of the hours listed below will be granted. In the event both parents are employees of the City, a maximum of the hours listed below will be given in total to the parents. The hours listed below are the maximum that will be granted per occurrence.

1. Full-time Employees (with the exception of shift Fire Department personnel) shall be granted paid Parental Leave at the rate of 240 hours (thirty 8-hour days per year) per birth or adoption event.
2. Full-time shift Fire Department personnel shall be granted paid Parental Leave at the rate of 360 hours (fifteen 24-hour days per year) per birth or adoption event.

- B. All Parental Leave described in this Policy shall be available for a 6-month period following the birth or adoption of a child.
 - 1. Leave may be used intermittently during the 6-month period but must be used in minimum one-week increments for ease of scheduling and tracking purposes. If used intermittently, the weeks must be requested in advance and pre-approved by the employee's supervisor.

Section 6-11 General Rights and Responsibilities

- A. Employee rights and responsibilities include the following:
 - 1. An eligible employee shall initially notify their supervisor of the need for Parental Leave and include the estimated timing of such leave at least 60 calendar days in advance of the need for Parental Leave, where possible. If the need for Parental Leave is not foreseeable, an eligible employee must give notice of the need to their supervisor as soon as practical.
 - a. The proper leave request form shall be signed by the Department Head and filed with the Human Resources Office.
 - b. Documentation from the physician with an estimated due date or court documents providing the date of adoption must be provided.
 - 2. Insurance benefits will continue to be provided during the paid Parental Leave period granted under this policy at the same rate as offered to other active, full-time employees. Paid leave benefits will continue to accrue.
 - 3. Once the six (6) weeks of leave has been exhausted, employees may request continued leave covered under other leave policies as applicable.
 - 4. Upon termination or resignation of employment, the employee shall not be eligible for payment of any unused Parental Leave.
 - 5. Disciplinary action, up to and including termination, may be taken against an employee who uses Parental Leave for purposes other than those described in this Policy.

ARTICLE V. FAMILY AND MEDICAL LEAVE

Section 6-12 Policy Statement

The Family and Medical Leave Act (FMLA) allows eligible employees up to twelve (12) weeks of leave from work in a twelve-month period to deal with personal and family medical matters and for the birth or adoption of a child. The twelve (12) month period is “rolling”, measured forward from the date an employee uses any FMLA leave. If the employee has accrued paid leave available for use of family or medical purposes, the paid leave shall be applied toward the requested leave. Any remainder of the twelve-week entitlement for which no applicable leave is available, if taken, shall be taken as unpaid leave. Upon completion of any approved family or medical leave, the employee will be reinstated to their employment position, or a fully equivalent position. No employee may work an outside job while on FMLA leave from the City. Any employee who may be eligible for FMLA leave shall be required to engage in the certification process as outlined below.

Section 6-13 Eligibility/Types of Leave Covered

- A. Employees who meet the following criteria are eligible for family and medical leave:
 - 1. have been employed by the City for at least 12 months which does not have to be consecutive service; AND,
 - 2. have worked at least 1,250 hours in the 12 months immediately preceding the requested date for beginning leave.
- B. In order to qualify as approved family or medical leave under this policy, the employee must be taking the leave for one of the following purposes:
 - 1. the birth of an employee’s child and to care for that child;
 - 2. the placement with an employee of a son or daughter for adoption or foster care and to care for the newly placed child;
 - 3. to care for the employee’s spouse, child (under the age of 18 or incapable of self-care because of mental or physical disability that limits one or more major life activities), or own parent with a serious health condition; or
 - 4. for a serious health condition of the employee that makes them unable to perform one or more of the essential functions of their job.
- C. A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves either:

6. an overnight stay in a hospital, hospice or residential medical care facility involving any period of incapacity (defined as inability to work, attend school or perform other regular daily activities due to the serious health condition), treatment or recovery from that condition; or
7. continuing treatment by a health care provider for:
 - a. a period of incapacity for more than three consecutive full calendar days, plus one treatment by a health care provider within seven days of incapacity coupled with a continuing regime of treatment OR two treatments by a health care provider within thirty days of incapacity with the first treatment occurring within seven days of incapacity with the treatment involving an in-person visit and a determination by the healthcare provider as to whether a second visit is required;
 - b. any period of incapacity related to pregnancy or for prenatal care;
 - c. any period of incapacity for a chronic serious health condition requiring at least two visits per year for treatment by a health care provider;
 - d. a permanent or long-term condition for which treatment may not be effective, requiring supervision by a health care provider; or
 - e. any absences to receive multiple treatments for restorative surgery (including recovery from those treatments) or for a condition which would likely result in a period of incapacity of more than three full calendar days if not treated by a healthcare provider or by a provider of health care services under orders of, or on referral by, a health care provider for restorative surgery or a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment.

Section 6-14 General Responsibilities

- A. Employee responsibilities include the following:
 1. To provide thirty (30) days advance notice to their supervisor of the need to take family/medical leave when it is foreseeable for the birth or placement of a child for adoption or foster care, or for planned medical treatment. When unforeseen events occur that require family/medical leave, employees must give notice as soon as practicable, within three (3) working days upon initially taking leave.
 2. To provide, when required, a medical certification.
 3. To report periodically to the Human Resources Office during their leave to provide information regarding their leave status, as required.
 4. To report an estimated date of return to work when reasonably known.

5. To provide a medical report indicating that they are able to safely resume work, with or without accommodation, and when they intend to return to work.
6. The Human Resources Office shall be responsible for reviewing employee requests and maintaining all documentation related to FMLA Leave. If the Department Head and/or supervisor becomes aware of a direct request for FMLA Leave by the employee or becomes aware of a situation that may qualify for FMLA Leave even if the employee has not requested it, they are responsible for notifying the Human Resources Office. Upon designating leave as FMLA protected, the Human Resources Office will notify the supervisor and Department Head that a leave has been approved and the planned beginning and end dates of the leave.

Section 6-15 Procedures

A. Conditions of Leave – Notice

1. An employee must give thirty (30) days' notice to the Human Resources Office of the intent to use family leave or planned medical leave. If it is not possible to give thirty (30) days' notice, the employee must give as much notice as is practicable. This is to be accomplished through the completion of a FMLA request form, available from the Human Resources Office. If the FMLA request is turned into the supervisor, they should immediately notify the Human Resources Office and refer the employee to work with Human Resources for approval processing.
2. Leave taken for the birth of an employee's child, or for care of that child following birth, or for the placement of a child for adoption or foster care, must be taken and fully completed within one (1) year from the date of birth or placement.
3. Spouses who are both employed by the City are entitled only to a single total of twelve (12) weeks of leave for the birth, adoption, or foster care of a child, and that leave must be completed within one (1) year from the date of birth or placement.

B. Medical Certification

1. An employee will be required to provide medical certification to support a family/medical leave for a serious health condition or to care for a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of their position as well as the nature of any work restrictions and the likely duration of such disability. For leave to care for a seriously ill child, spouse or parent, the certification must include information sufficient to establish that the family member is in need of care and an estimate of the amount of time the employee is needed to provide care. Periodic requests for certification updates may be requested by the Human Resources Office.
2. If there is any question concerning the validity of the certification, the City may use a health care provider, a human resource professional, a leave administrator, or a management official

– but not the employee’s direct supervisor – to authenticate or clarify a medical certification of a serious injury or illness.

C. Intermittent Leave

If medically necessary for a serious health condition of the employee or their spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule, at the choice of the employee. An employee may be reassigned to an equivalent position to better accommodate recurring periods of absence or a part-time schedule. For birth, adoption or foster care of a child, intermittent leave or a reduced work schedule must be mutually agreed upon by the employee and the Department Head. The employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City’s operation.

D. Pay Considerations

1. When leave is granted for the employee’s own medical care, or for a serious health condition of a spouse, child or parent, any personal holidays, accrued sick and vacation benefits, and accrued compensatory time available to the employee will be utilized and applied toward the twelve (12) week entitlement.
2. For the birth, adoption or foster care of a child, personal holidays, accrued sick or vacation benefits, and accrued compensatory time available to the employee will be utilized and applied toward the twelve (12) week entitlement after the expiration of any available paid parental leave as outlined in Chapter 6, Article IV.
3. When available leave as specified in 1. and 2. above has been fully used, then the employee will be eligible to take unpaid leave for the remainder of the twelve (12) week entitlement.

E. Benefits

1. If the employee is a participant in the City’s health care program the City will continue to contribute its share toward health care benefits while the employee is on paid or unpaid leave under this policy. Employees are advised to make arrangements with the Human Resources Office to pay for the employee’s share of the health care benefits during an unpaid leave. If the payment is more than thirty (30) days late, health care coverage will be dropped, but will be reinstated upon the employee’s return to work.
2. If the employee chooses not to return to work for reasons other than a continued serious health condition or due to other circumstances beyond the employee’s control, the employee will be required to reimburse the City the amount it paid for the employee’s health insurance premium during the unpaid leave period.
3. See also Section 6-28 for how vacation and sick leave accruals, as well as holiday pay, are affected during a leave of absence without pay.

ARTICLE VI. FMLA MILITARY FAMILY LEAVE

Section 6-16 Policy Statement

The National Defense Authorization Act for FY 2008 (NDAA), Public Law 110-181, amended the FMLA to allow eligible employees to take up to 12 weeks of job-protected leave in the applicable 12-month period for any “qualifying exigency” arising out of the active duty or call to active duty status of a spouse, son, daughter, or parent. The NDAA also amended the FMLA to allow eligible employees to take up to 26 weeks of job-protected leave in a single 12-month period to care for a covered servicemember with a serious injury or illness.

Section 6-17 Eligibility/Types of Leave Covered

- A. Employees who meet the following criteria are eligible for military family leave:
 - 1. have been employed by the City for at least one (1) year which does not have to be consecutive service; AND,
 - 2. have worked at least 1,250 hours in the twelve (12) months immediately preceding the requested date for beginning leave.
- B. In order to qualify as approved military family leave under this policy, the employee must be taking the leave for one of the following purposes within the parameters specified:
 - 1. Military Caregiver Leave: An eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered servicemember with a serious injury or illness may take up to a total of 26 workweeks of leave during a single 12-month period to care for the servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A covered servicemember also includes a veteran who is undergoing medical treatment, recuperation or therapy for serious injury or illness that occurred any time during the five years preceding the date of treatment. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of their office, grade, rank, or rating; or from a preexisting serious injury or illness that was aggravated by the servicemember’s active duty service in the military. The single 12-month period for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period. Only 12 of the 26 weeks total may be for an FMLA-qualifying reason other than to care for a covered servicemember.
 - 2. Qualifying Exigency Leave: An eligible employee may take up to a total of 12 workweeks of leave during the normal 12-month period established by the City for FMLA leave (which is a

rolling 12-month period measured forward from the date an employee uses leave) for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty in a foreign country. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard, Reserves or Regular Armed Forces. Qualifying exigencies generally include:

- issues arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;
- military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
- certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or daycare facility, and attending certain meetings at a school or daycare facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- making or updating financial and legal arrangements to address a covered military member's absence;
- attending counseling provided by someone other than a health care provider for oneself, the covered military member or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- taking up to five days of leave to spend time with a covered military member who is on short-term, temporary rest and recuperation leave during deployment;
- attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member; and
- any other event that the employee and employer agree is a qualifying exigency.

Section 6-18 Additional Provisions

- A. Spouses employed by the same employer are limited to a combined total of 26 workweeks in a single 12-month period if the leave is to care for a covered servicemember with a serious injury or illness, and for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

- B. FMLA leave may be taken intermittently whenever medically necessary to care for a covered servicemember with a serious injury or illness. FMLA leave also may be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation.
- C. Personal holidays, accrued vacation benefits and accrued compensatory time available to the employee will be utilized and applied toward the entitlement. Accrued sick leave may or may not be applied depending on the specific medical circumstances involved. When available paid leave has been fully used, then the employee will be eligible to take unpaid leave for the remainder of the entitlement.
- D. Employees seeking to use military caregiver leave must provide 30 days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered servicemember. If leave is foreseeable but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable – generally, either the same or next business day. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need for military family leave is not foreseeable, the employee must provide notice to the City as soon as practicable under the facts and circumstances of the particular case.
- E. The City requires that an employee's request for military family leave be supported by an appropriate certification. This includes:
 - 1. leave for a qualifying exigency be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party;
 - 2. leave to care for a covered servicemember with a serious injury or illness be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered servicemember's family.
- F. The City may use a health care provider, a human resource professional, a leave administrator, or a management official - but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious injury or illness, or an ITO or ITA. Additionally, the City may contact the individual or entity named in a certification of leave for a qualifying exigency for purposes of verifying the existence and nature of the meeting.

ARTICLE VII. MILITARY LEAVE

Section 6-19 Military Leave

- A. Employees who serve in the uniformed services of the United States will be granted a military leave of absence for a cumulative period of up to five (5) years, pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994.
- B. For all periods of military service during which employees are engaged in the performance of duty or training in the service of the State of Missouri at the call of the Governor and as ordered by the Adjutant General, the leave period without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits, to which otherwise entitled, will be granted without regard to length of time.
- C. For all periods of military service during which employees are engaged in the performance of duty in the service of the United States under competent orders, the leave period with pay shall be up to 120 hours per federal fiscal year (October 1 through September 30) for training or activation.
- D. After expiration of 120 hours of paid leave for federal service, for any additional times of compulsory service due to activation but not training, employees shall have their military pay supplemented by the City in an amount not to exceed their regular City pay, for a period up to six (6) months. In order to receive supplemental pay beyond the 120 initial hours of paid leave, the employee must submit documentation from the military as proof of their rate of pay so that the Human Resources Office may calculate the supplemental amount that is due. Additional military leave shall be unpaid unless the employee chooses to utilize vacation or compensatory leave.
- E. Employees on military leave will continue to receive paid holidays at their regular rate of pay as outlined in Chapter 6, Article 1.
- F. Requests for military leave should be in writing to the employee's immediate supervisor, accompanied by a copy of the official orders. Requests shall then be immediately forwarded to the Human Resources Office by the supervisor.
- G. Seniority and benefits based on seniority, such as pension, shall continue to accrue during the period of military leave. Pension service credits will be applied upon return to duty and repayment of mandatory pension contributions for the period of military leave.
- H. The employee may elect to continue health, dental, and vision care coverage for themselves and their dependents during military leave.
 - 1. Coverage ends after twenty-four (24) months, or on the date the employee fails to return or apply for return to employment as required under USERRA.

2. The employee's insurance premium obligation will be at the current rate for employee participation during the initial thirty-one (31) days of military leave.
 3. Employees on military leave exceeding thirty-one (31) days will be required to pay the full premium cost by the first day of the month for which coverage is requested.
- I. A veteran who satisfactorily completes service in the uniformed services will be restored to their previous position, or a position of like seniority, status and pay, in accordance with the guidelines established under USERRA.
1. As required under USERRA, upon completion of the period of military service, the returning veteran must notify the City's Human Resources Office that they intend to return to work.
 2. An employee who is reemployed under this policy is entitled to the seniority and other rights and benefits determined by seniority that they had on the date their uniformed service began. The employee is also entitled to any additional seniority and rights they would have had if they had remained continuously employed.
- J. A veteran reemployed under this policy shall not be discharged from employment, except for cause:
1. within one (1) year after the date of reemployment, if the employee's period of military service before reemployment was more than 180 days, or
 2. within 180 days after the date of such reemployment if the employee's period of military service before reemployment was more than thirty (30) days but less than 181 days.

ARTICLE VIII. CIVIL LEAVE

Section 6-20 Court Appearance

- A. If a full-time employee is summoned to serve jury duty or subpoenaed to appear as a witness in a case where they are neither the plaintiff nor the defendant, they shall make arrangements with their supervisor to comply with the summons or subpoena and will be granted paid leave.
- B. If the required time off from work extends beyond five (5) calendar days, all fees received for such service (other than meal and/or travel allowances) shall be turned in to the Human Resources Office.

Section 6-21 Personal Civil or Criminal Leave

If an employee is involved in court in a personal case, either as a plaintiff or defendant, they may be granted leave. The employee shall be required to use any personal holiday, vacation, or compensatory time accrued that is available. If there is not any accrued time available, the employee will be placed on Leave Without Pay status.

Section 6-22 Voting

- A. In accordance with state law, the City of Clayton allows any person entitled to vote at any election in Missouri up to three hours of paid time off to vote.
- B. An employee must request this accommodation prior to election day.
- C. Paid time off to vote is not provided if the polls are open for three successive hours when the employee is not at work.
- D. The supervisor is responsible for specifying the three hours between the time the polls open and when they close during which the employee may take time off to vote.
- E. Employees exercising their rights under this policy will not be subject to any threat of discharge, penalty or discipline.

ARTICLE IX. COMMUNITY SERVICE LEAVE

Section 6-23 Policy Statement

The City of Clayton recognizes that it is important to support volunteer efforts in the communities in which our team members work and live. Community service enriches the lives both of those volunteering and those who may be receiving assistance. By allowing employees paid time off to engage in such efforts, the City of Clayton will assist those looking to make a meaningful impact in their community.

Section 6-24 Eligibility

Full-time employees who have been employed for six (6) months will be eligible for paid time off to volunteer for hours that are within their regularly scheduled shift.

Section 6-25 Benefit

1. Beginning on January 1, 2019, eligible employees will receive eight (8) hours off per calendar year (12 hours per calendar year for Fire Department Shift Personnel) to volunteer and receive pay equal to their base hourly or salary rate.
2. Unused community service time hours cannot be transferred to another team member, carried over into a different year, paid out during any other leave of absence, or paid out upon termination or resignation.

Section 6-26 Guidelines

1. Employees may choose to perform the volunteer hours at an organization of their choice that is either a registered 501(c)(3) non-profit organization or an educational institution.
2. Employees must request approval from their supervisor a minimum of two weeks prior to the time off by completing the Community Service Time Off Request Form. Time off will be approved at the discretion of the supervisor based upon business needs and may be taken in a minimum of two (2) hour increments.
 - a. Supervisors should consult with the Human Resources Office prior to approving or denying any activity if there are questions or concerns.
3. Employees will be required to have a representative of the organization confirm the organization's status and when/how many volunteer hours are complete. The confirmation form must be submitted to the Human Resources Office with the employee's timecard for that pay period before the paid time off for volunteering will be processed.
4. The City will not offer paid volunteer leave for organizations that discriminate; organizations, private foundations, or programs that fund terrorist groups or activities; political causes, candidates, organizations, or campaigns; or religious organizations for denominational or

religious purposes. The City also reserves the right to withhold paid volunteer leave for other charities or for campaigns that it deems violates the spirit of any of the above exclusions. In addition, any organizations that advance the business interest of the City of Clayton or that involve work for the City that is a regular job task of a City employee will not be eligible under this benefit.

Section 6-27 Examples of Community Service Activities

1. Eligible activities include, but are not limited to:
 - a. working at a food bank;
 - b. building a house with Habitat for Humanity;
 - c. assisting at an animal shelter;
 - d. participating in a Big Brothers/Big Sisters Community Program;
 - e. volunteering to work at a charity walk/race/athletic tournament; or
 - f. volunteering at a local school.
2. Examples of activities that are *not* eligible include, but are not limited to:
 - a. partisan political activities such as campaigning;
 - b. religious activities;
 - c. being a participant in a charity race or playing in a charity golf tournament;
 - d. attending PTA events for your child;
 - e. helping your children with fundraising efforts for school or activities; or
 - f. court-mandated community service.

ARTICLE X. OTHER LEAVE

Section 6-28 Leave Without Pay

- A. The City Manager may grant a full-time employee leave without pay for a period not to exceed one (1) year when the City, in its sole discretion, determines that it is in the interest of the City to do so.
- B. Leave without pay will only be approved after all personal holiday, vacation, and compensatory time leave balances, and sick leave balances are exhausted and only if department staffing permits. Refer to Chapter 6, Article III, Section 6-5E for an exception to this term for employees who qualify for long-term disability coverage.
- C. At the expiration of the leave without pay, the employee may be reinstated to the position they vacated or to any other position in the same class depending on availability and any relevant laws. During the employee's absence, their position may be filled.

Benefits Available: No sick, vacation, or personal holiday leave will accrue to an employee during a leave without pay that extends through one complete payroll period. Additionally, employees will not be paid for holidays that occur during a leave without pay period. Approved leave without pay shall not constitute a break in service, subject to the provisions of the benefit plans and insurance policies. In the event an employee needs leave beyond the expiration of FMLA for a personal medical condition, insurance benefits will continue at the regular City/Employee cost split for a period of up to 3 calendar months beyond FMLA expiration if the employee is expected to return to work. If an employee is on a non-FMLA protected leave without pay status that is not related to a personal medical condition or work-related injury (refer to Section 7-5), they shall be offered rights to continue insurance coverage under COBRA as applicable by law.

Section 6-29 Funeral Leave

- A. Depending on required travel, extent of family responsibility, and other circumstances, up to three (3) days of leave with pay will be granted to full-time employees to attend the funeral of an immediate family member, with the exception of the death of a spouse, domestic partner, the employee's immediate parent or child, or the employee's step parent or stepchild, in which case up to five (5) days of leave with pay may be granted. Employees must give notice of the needed leave as soon as possible to the supervisor.
- B. In case of the death of an employee's aunt, uncle, niece, nephew, or first cousin, the City will offer one (1) paid day of leave when the funeral is scheduled on the employee's regularly scheduled working day.
- C. An employee may request the use of accrued personal holidays, vacation, or compensatory time, if more time off is needed or desired, or to attend other funerals that are not of family members as listed in A and B of this policy.

Section 6-30 Facility Closings

- A. In the event the City Manager approves the early closure of any City facilities and sends employees home prior to the end of their normally scheduled work period, those employees will not be charged any vacation time for leaving at the time the City Manager so designates. Employees regularly scheduled to work on those days in which a facility is closed early, and who leave earlier than the time designated by the City Manager or who do report to work that day, will be charged applicable leave time for the total number of hours for which they were scheduled to work but did not. If an employee has previously scheduled a day off to be paid under the sick leave, vacation, or personal holiday policy, that day will remain designated as such leave and the employee's accrual bank will be charged.

- B. In the event the City Manager determines that a City facility will not open at all on a given day and employees of the facility are advised not to report to work, employees will be paid the regular number of hours they were previously scheduled to work that day and will not be charged any accrued leave.

Section 6-31 Shift Trading

Any shift trading or work substitutions must be reported to and approved by the employee's supervisor.

ARTICLE XI. ADMINISTRATIVE LEAVE

Section 6-32 Administrative Leave

- A. The City Manager may institute an administrative leave when:
 - 1. an employee has been arrested for a serious crime and is imprisoned pending trial or released on bail pending trial;
 - 2. the employee has been charged with misconduct while on the job and the misconduct is being investigated;
 - 3. a disciplinary action is pending; or
 - 4. when it is in the best interest of the City not to have the employee at the work site.
- B. A Department Head or supervisor may place an employee on administrative leave immediately for the rest of the work period if it is determined that:
 - 1. there is a reasonable suspicion that the employee is under the influence of drugs or alcohol;
 - 2. the employee is a danger to their self, other employees, or members of the public;
 - 3. the employee is grossly insubordinate and is causing disruption of normal operations; or
 - 4. it is in the best interest of the City not to have the employee at the work site.
- C. An employee may or may not be paid during administrative leave for up to a maximum of thirty (30) calendar days as determined by the Department Head in conjunction with the City Manager's approval. After thirty (30) calendar days, if the City deems it appropriate that the administrative leave should continue, the City Manager may approve an extension of the administrative leave, with or without pay, or require that the employee use vacation leave, or if such leave has been depleted, leave without pay. All normal benefits will continue during the administrative leave.
- D. During administrative leave, the City may pursue disciplinary action if warranted, up to and including termination. If termination occurs, administrative leave also ends.
- E. When an employee is placed on administrative leave, the supervisor may require that the employee return City property such as building keys and access cards, pager, identification cards, badges, purchase cards, etc. Also, the employee's computer access may be deactivated.

ARTICLE XII. UNAUTHORIZED ABSENCES

Section 6-33 Unauthorized Leave

- A. Any unauthorized absence of an employee from duty shall be deemed as absent without leave and without pay, and may be grounds for disciplinary action, up to and including termination.
- B. Absence without leave shall be construed to be any absence in which the employee has failed to secure prior approval or, in the case of illness or emergency, has failed to notify their immediate supervisor of such absence no later than within one (1) hour of their regular shift start, except in extenuating circumstances.
- C. Any absence without leave authorization extending through three or more consecutive work shifts of an employee shall be deemed a voluntary quit/job abandonment and the separation date shall be the last day actually worked.
- D. A personnel action form and/or a written statement from the appropriate Department Head regarding the unauthorized absence by the employee will be placed in the employee's personnel file.
- E. Employees who terminate employment due to an absence without leave and any eligible dependents of the employee are eligible to continue their health coverage through COBRA for a designated period of time at full premium cost and will be requested to complete the necessary paperwork to indicate whether they decline or accept coverage.

ARTICLE XIII. SHARED LEAVE DONATION FOR MEDICAL EMERGENCIES

Section 6-34 Policy Statement

The City of Clayton recognizes that employees may have a personal crisis or family emergency that requires time away from work that is greater than the amount of paid leave that is available to the employee and that absences without pay in such circumstances may create financial hardships. To address this concern, employees will be allowed to donate sick/personal time from their unused balance to a centralized pool for co-workers in need in accordance with the below guidelines. Participation in this policy is strictly voluntary.

Section 6-35 Eligibility

In order to donate benefits, employees must be employed with the City for a minimum of one (1) year. In order to receive benefits, employees must be employed with the City for a period of six (6) months. Regular employees may be part-time or full-time; however, in order to participate, part-time employees must meet the requirements under Section 6-7 and have been eligible to accrue sick leave hours on their most recent anniversary date in order to participate. This policy does not apply to seasonal, temporary, or inter positions.

Section 6-36 Guidelines for Donors

Employees who donate sick/personal time from their unused pool should adhere to the following guidelines:

1. There is a donation minimum of two (2) hours.
2. Employees may not donate more than 50% of their unused sick/personal time and may not have an available balance in their personal bank below 80 sick hours for full-time employees or below 40 hours for part-time employees.
3. The maximum an employee may donate is 80 hours.
4. Employees cannot borrow against future accruals to donate.
5. Employees who are on an approved Leave of Absence from the City that extends beyond one calendar week are not eligible to donate.
6. All donations will go to a centralized pool and may not be given to a specified individual.
7. Per IRS Regulations, donors are not eligible to claim any expense, charitable contribution, or loss deduction. In addition, under this policy donors will not incur any tax consequences for the time they accrued but did not use due to the donation.

Section 6-37 Guidelines for Recipients:

Employees who would like to make a request to receive donated sick/personal time from the donation bank must meet the following criteria:

1. Must experience a self or family health related emergency which is defined as a critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat

to life and/or requires inpatient or hospice health care. For purposes of the Leave Donation Policy, immediate family member is defined as spouse, domestic partner, child, parent, or other relationship in which the employee is the legal guardian or sole caretaker. In addition, leaves that fulfill the medical certification requirements under FMLA will qualify.

2. Employees will not be eligible to receive hours from the Leave Donation Pool while they have any sort of paid leave time off available in their personal accruals.
3. Employees may receive a maximum of 160 hours of donated leave time within a 12-month period dating back to the last occurrence that an employee may have received donated leave.
4. Employees are not eligible to receive cash in lieu of time off from the donation pool.
5. Donated leave that is used is only to be used for time off related specifically to the approved request.
6. Employees who meet the requirements to receive a Long-Term Disability Benefit under the City's group policy are required to apply and once approved will not be eligible to receive pay from the Leave Donation Pool.
7. Donated hours received under this policy are subject to the standard payroll withholding and tax reporting requirements to the person who received the hours the same as their other regular wages are subject to such withholdings and requirements.

Section 6-38 Procedure

All donated hours will be placed in a community pool. Recipients will receive pay at their base hourly rate for non-exempt employees or their regular salary rate for exempt employees for regularly scheduled hours that are missed from hours available in the pool. Employees who wish to donate or receive funds should contact the Human Resources Office to obtain the appropriate application to do so.

Section 6-39 Approval Process

All applications to donate leave will be reviewed by the Human Resources Manager to determine if the Eligibility Requirements are met. If so, the application to receive donated leave will be reviewed by a committee composed of the Human Resources Manager, the City Manager's designee, and two Department Heads. Department Heads shall be appointed by the City Manager to serve on the committee for a one-year term. In the event that the employee applying to receive donated leave is an employee in one of the assigned Department Head's divisions, their Department Head shall excuse themselves from participating in the approval process. A recommendation from the committee will be presented to the City Manager for final approval. All applications submitted to this committee shall remain confidential amongst the participating members of the committee and City Manager.

**CLAYTON FIRE DEPARTMENT
LEAVE TIME POLICY
(VACATION, PERSONAL HOLIDAY AND COMPENSATORY TIME)**

PURPOSE

As per City of Clayton Personnel Policies and Procedures Section 6, Article II, 6-3-6 the Fire Chief has established the following policy for the selection of Leave Time. The following directive shall serve as the Clayton Fire Department policy on selection of Leave Time.

On January 1st of each year, all full-time shift fire department personnel are credited with leave time. Personnel receive two (2) 24-hour personal holidays (Chapter 6, Article I, Section 6-2) and Vacation Leave time (Chapter 6, Article II, Section 6-3-B) to be earned over the next calendar year. Upon retirement or other employment termination, all vacation and personal holidays used must be equal to the amount of time earned up to the date of separation. If they are not equal, the employee will either be reimbursed for the time earned but not taken or, conversely, will repay the City for the time taken but not earned.

Personal Holidays are received as follows: One (1) day for January to June and one (1) day for July to December.

Employees working 40-hour weeks earn vacation time as follows:

Up to four (4) years of service	96 hours per year – 12 days
After four (4) years of service	112 hours per year – 14 days
After seven (7) years of service	128 hours per year – 16 days
After ten (10) years of service	144 hours per year – 18 days
After fifteen (15) years of service	160 hours per year – 20 days
After twenty (20) years of service	176 hours per year – 22 days
After twenty-five (25) years of service	208 hours per year – 26 days

Employees working 24-hour shifts earn vacation time as follow:

Up to four (4) years of service	144 hours per year – 6 days
After four (4) years of service	168 hours per year – 7 days
After seven (7) years of service	192 hours per year – 8 days
After ten (10) years of service	216 hours per year – 9 days
After fifteen (15) years of service	240 hours per year – 10 days
After twenty (20) years of service	264 hours per year – 11 days
After twenty-five (25) years of service	312 hours per year – 13 days

A maximum of ninety-six (96) hours of vacation time may be accumulated and carried over from one year to the next (Section 6-3-E). The Human Resources Department will carry 96 hours or less each year over automatically, but the maximum accrued hours will not exceed 96 hours. When more than 96 hours need to be carried over, the affected employee, using the chain of command, must initiate a request for vacation carry over in writing to the Fire Chief no later than December 1. There is no guarantee that hours in excess of 96 will be carried over. Personal Holidays will not be carried over from one year to the next (Section 6-2).

Battalion Chiefs, Captains, Paramedic/Firefighters and Firefighters assigned to line operation will be permitted to schedule their vacation and personal holidays for the forthcoming calendar year. Each crew Battalion Chief is accountable to ensure that the vacation and personal holiday scheduling is completed no later than December 31, of the preceding year.

MINIMAL STAFFING REQUIREMENTS

Minimum staffing levels are set forth in Section 2.12 of the CBA. This minimum complement must include one officer. The on-duty Battalion Chief will be held strictly accountable to maintain the minimum prescribed staffing levels and minimum complement of personnel.

In no instance shall shift change or exchange (T/T) occur without the minimum staffing level and prescribed complement of personnel being maintained.

All members are advised that the shift relief time is not guaranteed based on the needs of the department. Members should have a contingency plan in place should normal relief not be granted.

PROCEDURES FOR ANNUAL VACATION AND PERONAL HOLIDAY SCHEDULING

1. The annual Vacation and Personal Holiday scheduling procedure is applicable to vacation days and personal holidays only. Partial days may be selected following all full day selections.
2. The procedure for advanced scheduling of vacation days will start with each Battalion Chief selecting all of their currently awarded two-day duty blocks (vacation & personal holiday) and carry over vacation days on either side of a four-day off cycle. The two-day blocks do not have to be consecutive and no more than two (2) major holidays will be selected during this pick (New Years, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas).
3. When the Battalion Chiefs have completed their selection, the remaining department personnel may make their first round selections(s). The selection process on each respective crew will be by order of date of hire with the Clayton Fire Department, most senior to least. The member may schedule one (1), two (2), or three (3) two-day blocks of their current vacation days on either side of a four-day of cycle. No more than three (3) two-day blocks of vacation days may be selected during the first pick cycle. When three (3) two-day blocks are selected during first or subsequent pick rotations, the selected blocks shall be in order of consecutive calendar days. Personnel selecting two (2) or more, two-day duty blocks on their first or subsequent round selection will not be eligible for another vacation selection until all personnel on their crew have completed their picks of two-day duty blocks to the equal number of two-day picks.

4. When the first three (3) two-day duty blocks have been selected or floated by personnel, the selecting process will continue with the Battalion Chief (if not all leave selected during initial pick) and then by order of date of hire with the Clayton Fire Department, most senior to least, until all two-day blocks have been selected. When all two-day blocks of vacation have been selected, single days of vacation may be selected. These days will be scheduled one day at a time between pick rotations until all remaining days desired are scheduled.
5. Only two (2) crew members may schedule vacation or personal holiday leave on any one-day.
6. Requesting of any type of leave, (Vacation and Personal Holidays, Compensatory Time, Flex-time, School, Trade/Time) will be done using an administrative approved electronic program. Remember that this is a request ONLY, not an approved leave. When the appropriate supervisor has approved your leave, he/she will then time date stamp their approval of the leave request. Then your request will be moved to the appropriate crew administrative approved electronic program. When the request appears in the administrative approved electronic program you will know that the leave request has been approved. The crew calendar is a READ ONLY site and you cannot make any changes. Amendments will have to be requested and changed by your Battalion Chief. All entries must be approved prior to taking leave. If leave is not approved prior to it being taken, it will not be paid and will be considered leave without pay and subject to corrective action up to and including termination.

FLOATED LEAVE

All Vacation, Personal Holiday, Compensatory Time, and Flexible Time not scheduled during the annual vacation and personal holiday scheduling period will be considered as "FLOATED LEAVE". These floated days/hours may be selected at random on a first-come-first-serve basis throughout the year regardless of the type of leave requested or the number of hours requested, as long as they meet the following minimum time increments. After you have requested your floated leave in the administrative approved electronic program, send an email to your supervisor to get a time/date stamp on the leave requested. A request for Floated Leave is not an automatic APPROVAL of Leave; Leave is approved by your Battalion Chief or Fire Chief only.

1. Floated vacation days may be taken in any time increments from one (1) to twenty-four (24) hour increments. Only one block of vacation time may be taken in any one 24 hour shift.
2. Floated Personal Holidays may be taken in 6, 12 or 24-hour increments on the particular duty day when desired. If taken in six-hour (6) hour increments, the personal holiday leave may start anytime during the shift up to six (6) hours prior to the end of the shift. Only one 6-hour block of personal holiday leave request will be granted per 24-hour duty shift and may not be combined with a as-hour block. If taken in 12-hour increments, the personal holiday must start at either 0730 or 1930 hours.
3. Comp-time can be taken in any time increments from one (1) hour to twenty-four (24) hour increments. Only one block of comp-time may be taken in any one 24 hour shift.

4. Flextime can be taken in any time increment. Only one block of flextime may be taken in any one 24 hour shift.
5. Floated leave will not be granted if there are two people scheduled for vacation, personal holidays, compensatory time, or floated leave.

Other Related Information

- The Fire Chief will select his/her vacation, personal holidays and other leave anytime throughout the year as approved by the City Manager.
- The Assistant Fire Chief and Administrative Specialist shall select their vacation, personal holidays and other leave at any time throughout the year as approved by the Fire Chief.
- The Fire Chief shall approve any type of leave taken by a Battalion Chief.
- Battalion Chief will approve any type of leave taken by personnel under their respective commands.
- Newly hired employees may select and use vacation leave after their sixth month of employment on a floated basis for the remainder of that particular calendar year in which the six-month period ended. Personal Holidays may be scheduled at any time after his/her hire date and will be picked as floated leave.
- Personnel unable to obtain leave for extenuating circumstances should make their concerns known to the Fire Chief via the chain of command for future consideration.
- Special events will be blocked out on the vacation calendar and leave will not be granted during blocked out dates. Special events include, but are not limited to, the St. Louis Art Fair and Presidential debates.

The Fire Chief has the right to cancel scheduled vacation, personal holidays or any other leave that in his/her determination may hinder the operations of the Clayton Fire Department.

ARTICLE II. ON-THE-JOB INJURIES

Section 7-4 Workers' Compensation

A. Policy

It is the policy of the City to provide City employees with injury compensation payments in compliance with the Workers' Compensation laws of the State of Missouri. On-the-job injuries and work-related illnesses that are compensable under the law are covered by this policy. Accidents or illnesses related to an employee's alcohol/drug abuse or to flagrant disregard of work rules/safety procedures can result in reduction or denial of benefits.

B. Procedures

1. The City must ensure compliance with state regulations regarding reporting of injuries in the workplace. Accordingly, an injured employee must report any workplace injury to their supervisor immediately, regardless of whether the employee believes medical treatment is required. Failure of an employee or supervisor to report a workplace injury or illness within policy guidelines may result in disciplinary action up to termination of employment. The supervisor will work with the employee to review the circumstances and fill out a "Workplace Incident/Injury First Report" form and a "Refusal of Medical Treatment for a Work-Related Injury" form (if applicable). The City's Human Resources Office should be notified immediately if the injury/illness occurs during normal working hours, and the forms should be sent to the Human Resources Office within twenty-four (24) hours of the occurrence. Within five (5) calendar days of the occurrence, the Supervisor must complete the "Supervisor's Investigative Work Comp Report" and forward to the Human Resources Office which shall then arrange for appropriate signatures from the City Manager.
2. When an injury or illness requires medical attention, the employee should notify their supervisor, and either the supervisor or Human Resources Office will authorize for the employee to report to the designated healthcare facility for immediate treatment. Also, in cases of accidents/injuries, the employee will be sent for drug/alcohol screening in accordance with the City's policies, even if medical attention is not required or the employee chooses to seek their own medical attention (see Chapter 3, Article IV – Drug and Alcohol Requirements). If the employee chooses to select their own health care provider from which to receive medical attention, he will be initially responsible for all medical costs incurred, and these may or may not be deemed eligible for reimbursement at a later date. If an emergency occurs and the employee is not safely able to reach the designated facility for treatment, the employer/insurer will pay for treatment at the closest facility.

An accident investigation will be performed as soon as possible, with the full report being submitted to the Human Resources Office no later than five (5) calendar days after the accident. The investigation shall be lead and coordinated between the employee's supervisor and Department Head.

3. Any employee who is determined by the designated physician to be unable to report to work will be contacted by the supervisor the day following the occurrence, and on a weekly basis until the employee is cleared for “return-to-work” or “light duty” (at the discretion of the City Manager). The Human Resource Manager shall be responsible for receiving and monitoring physician notices regarding injury treatment. The City is highly supportive of employees returning to work with light-duty restrictions when a full release is not yet appropriate. However, there may be occasions where light-duty work is unavailable. If light-duty restrictions are place by the physician, the Human Resources Manager will coordinate reviewing the restrictions with the supervisor and potential light duty tasks that could be performed by the employee as well as seeking approval for such potential work from the City Manager.
4. The City’s Safety Committee will review accident and injury information on a regular basis in an effort to identify problems and make recommendations for the prevention of future accidents.

Section 7-5 Benefit Levels

A. Lost Time Incidents/Disabilities

1. For employees who experience lost time from work due to an on-the-job injury or work-related illness the Workers’ Compensation Law requires wage replacement to be 66 2/3% of the injured worker’s average weekly wage up to 105% of the state average weekly wage.
2. For full-time employees, the City will continue to pay the Employee’s regular base pay for up to ninety (90) calendar days beginning with the date of injury. In the event an employee is not immediately out of work following an injury, the City will pay the Employee’s regular base pay for up to ninety (90) calendar days beginning with the date leave is first required. The regular base pay issued to the Employee will be reduced by the amount that is issued as payment under the Workers’ Compensation Law. For injuries extending beyond 90 days, employees shall be required to use accrued sick, vacation, and personal holiday time for one-third (1/3) of the regularly scheduled number of working hours that are missed.
3. Employees determined to have disabilities (temporary, permanent, partial, total) falling within the purview of the Workers’ Compensation Law shall be compensated according to the State of Missouri’s benefit schedules.
4. Any leave of absence due to occupational injury or illness may be designated as FMLA leave when appropriate and the employee shall comply with the City’s Family and Medical Leave Act policy as requested.

B. Maintenance of Other Benefits

1. Employees unable to work based on the designated doctor’s determination will continue to be covered by any City benefits they received prior to the on-the-job injury or work-related

illness for the time period they receive wage replacement under the law, subject to the limitations of the insurance policies and benefit plan provisions. Contributions for optional, elected insurance coverage including, but not limited to medical, dental, vision, flexible spending, and voluntary life insurance (if applicable) and mandatory pension contribution benefits (if applicable) will continue to be deducted from the wage replacement payments the employee receives. Seniority and service credits toward pension benefits will also continue to accumulate for this time period.

2. An employee who is working at any other occupation while receiving Workers' Compensation benefits (wage replacement or medical) will be disqualified from receiving further Workers' Compensation benefits, unless this employment is part of a City approved work-hardening program.

Section 7-6 Return to Work and Light Duty Assignments

- A. The employee will be expected to return to work immediately upon release from the physician. If the previous position is not available, the City will work to review open positions where job requirements meet any restrictions as recommended by the treating physician. Reasonable accommodations will be made for a partially disabled employee. Every reasonable effort will be made to keep the injured or ill employee's job open during the approved leave of absence, but the job is not guaranteed beyond the protected status as required under the Family and Medical Leave Act.
- B. If necessary, the Human Resource Manager, in conjunction with the Department Head, may attempt to locate a "light duty" position in the same or another department for the employee. Granting light duty is at the sole discretion of the City Manager. Pay for a light duty assignment will remain the same as the employee's previous job for a period of up to six (6) months. The Human Resources Office will assist in coordinating the return.
- C. An employee on light duty will return to the physician on a schedule determined by the physician for evaluation for return to regular duty.
- D. An employee who objects to the return-to-work program recommended by the physician/Human Resource Manager team may appeal to their Department Head for consideration of a different assignment. An employee who refuses to cooperate with the prescribed return-to-work or light duty program at that point may be subject to disciplinary action.

Section 7-7 Other

- A. If the insurer determines that an employee's accident or injury is not to be covered under Workers' Compensation, and the employee wishes to appeal that decision, the employee may request an administrative court hearing with the local office of the State Division of Workers' Compensation. Neither party is required to retain an attorney.

- B. The City will not discharge an employee because that individual files a Workers' Compensation claim. It is the City's intention to administer Workers' Compensation claims in good faith and in an atmosphere of fairness at all times.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER (DG)
PATTY DEFORREST, DIRECTOR OF PARKS & RECREATION

DATE: JUNE 22, 2021

SUBJECT: ORDINANCE –A MEMORANDUM OF UNDERSTANDING BETWEEN SAM AND RHODA NUSSBAUM, THE CLAYTON COMMUNITY FOUNDATION AND THE CITY OF CLAYTON FOR A CONTRIBUTION TO FUND IMPROVEMENTS TO THE POND AT OAK KNOLL PARK

Before you tonight is a proposed Memorandum of Understanding intended to provide the City with the funds to make improvements to the pond and surrounding site at Oak Knoll Park. This project was identified in the 2007 Parks & Recreation Master Plan as a priority but has not raised to the level of funded projects in the City's Capital Improvement Program (CIP). This donation will enable the Parks and Recreation Department to move this project forward earlier than the current CIP will allow. The parties to the agreement include Sam and Rhoda Nussbaum (the "Nussbaums"), the Clayton Community Foundation (the "Foundation"), and the City of Clayton (the "City"). The agreement outlines the following terms:

- The improvements may include a small pavilion, new landscaping, trail improvements, pond improvements and the installation near the pond of stone carved turtles. (A conceptual design is included with Exhibit A).
- The Nussbaums will make a gift to the Foundation of \$150,000 to be paid within 60 days following the execution of the MOU.
- The Foundation will make gifts to the City for costs associated with the project.
- In recognition of the Gift, the Foundation will request that a sign near the pond be installed to recognize that the improvements were made possible by the Gift of the Nussbaums.
- The City will continue to maintain the pond improvements, signage, and enhanced landscaping for a period of no less than twenty-five (25) years.

If the MOU is approved by all parties, the City will continue to develop the project plan, conduct public engagement on the work, seek approval from all governmental bodies and complete the work within eighteen (18) months.

STAFF RECOMMENDATION: To approve the Memorandum of Understanding between the Nussbaum Family, the Foundation, and the City for improvements to the pond at Oak Knoll Park.

BILL NO. 6848

ORDINANCE NO. ____

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN SAM AND RHODA NUSSBAUM, THE CLAYTON COMMUNITY FOUNDATION AND THE CITY OF CLAYTON FOR CONTRIBUTIONS TO FUND IMPROVEMENTS TO THE POND AT OAK KNOLL PARK

WHEREAS, the City wishes to make improvements to the Pond at Oak Knoll Park, a project identified as a priority project in the Shaw Park Master Plan; and

WHEREAS, the Clayton Community Foundation wishes to help fund this project; and

WHEREAS, the Nussbaums wish to donate funds to the Clayton Community Foundation that will be used for construction costs associated with this project;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen approves on behalf of the City a Memorandum of Understanding with the Nussbaum Family and the Clayton Community Foundation regarding the Oak Knoll Park Project in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Memorandum and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 2. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 22nd day of June 2021.

Mayor

ATTEST:

City Clerk

Exhibit A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this ____ day of June 2021 by and between **Rhoda Nussbaum** and **Samuel Nussbaum**, 21 Southmoor Drive, Clayton, MO 63105 (“Nussbaums”), the **City of Clayton, Missouri** (the “City”), and the **Clayton Community Foundation**, a 501(c)(3) entity of the State of Missouri (“CCF”).

RECITALS:

A. CCF is a nonprofit organization that supports history, arts, parks and sustainability in the City of Clayton.

B. Nussbaums are residents of the City and wish to assist the City and CCF in making improvements to Oak Knoll Park, located in the City (“Oak Knoll”).

C. Nussbaums wish to make a gift of \$150,000 to CCF which CCF will use to facilitate through the City certain mutually agreed upon improvements to Oak Knoll.

NOW THEREFORE, in consideration of the recitals and other good and valuable consideration, the parties hereto do agree as follows:

1. The Oak Knoll Improvements: The intended improvements to Oak Knoll to be undertaken by the City of Clayton may include a viewing pavilion, new landscaping, trail improvements, pond improvements and the installation near the pond of stone carved turtles (collectively the “improvements”). A conceptual design has been developed and is included as Exhibit A with this document. It is understood by all parties that this is conceptual in nature and will need full consideration by impacted Boards and Commissions of the City prior to construction.

2. The Gift: Nussbaums will cause their donor-advised charitable fund to make a cash gift to CCF no later than 60 days following the full execution of this Agreement in the sum of \$150,000 (the “Gift”) which CCF will provide to the City to fund a significant part of the improvements.

3. Timing of Improvements: The City will initiate the improvements within 60 days after receipt of the Gift and seek in good faith, subject to force majeure, to complete the improvements within 18 months following commencement of construction.

4. Recognition of the Gift: In recognition of the Gift, CCF will recommend to the City that it authorize the timely installation and maintenance of signage in Oak Knoll recognizing that the improvements were made possible by the Gift of the Nussbaums. The City will maintain the pond improvements, signage, and enhanced landscaping for a period of no less than twenty-five (25) years. The Nussbaums will provide text for the wording on a commemorative donor plaque or stone in consultation with the City and CCF. CCF and the Nussbaums may cooperatively publicize the Gift to other potential CCF donors.

5. Maintenance: The City will provide regular and necessary maintenance for the upkeep of the improvements and provide property and liability insurance in connection therewith in the same manner, and to the same extent, currently provided to Oak Knoll Park and other City-owned facilities.

6. Authority to Execute: Each party represents and warrants that they have the power and authority to enter into and perform their obligations under this Memorandum of Understanding.

7. Entire Agreement: This Memorandum of Understanding, including any exhibit hereto sets forth the entire understanding between the parties with respect to the subject matter, and supersedes all prior or contemporaneous understandings, communications or agreements, whether written or oral, regarding such subject matter.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding by their duly authorized representatives as of the date first written above.

CITY OF CLAYTON, MISSOURI, a
municipality in St. Louis County, Missouri

**CLAYTON COMMUNITY
FOUNDATION**, a 501(c)(3) entity of the
State of Missouri

By: _____

By: _____

Name: David Gipson

Name: Sarah Melinger

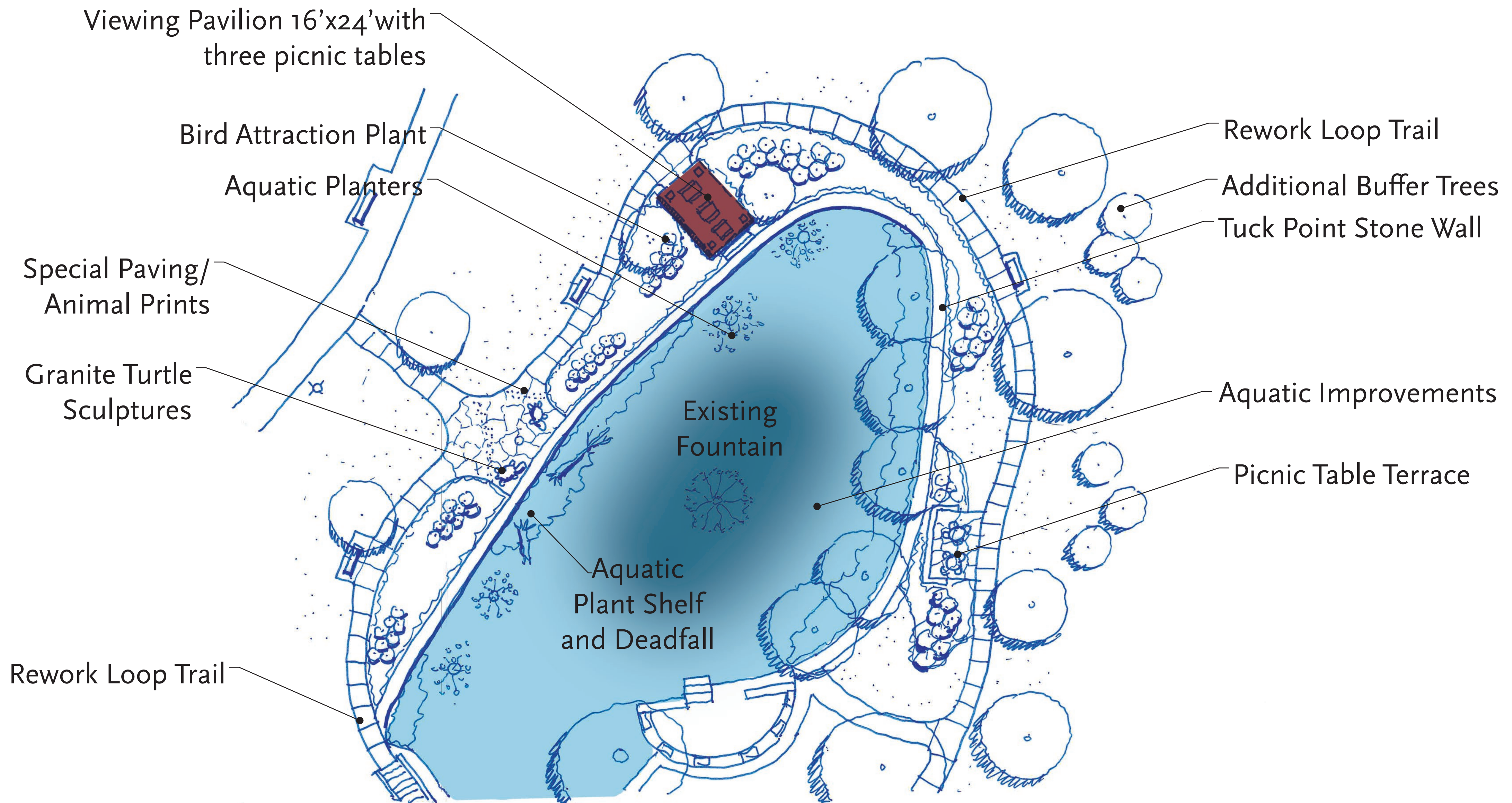
Title: City Manager

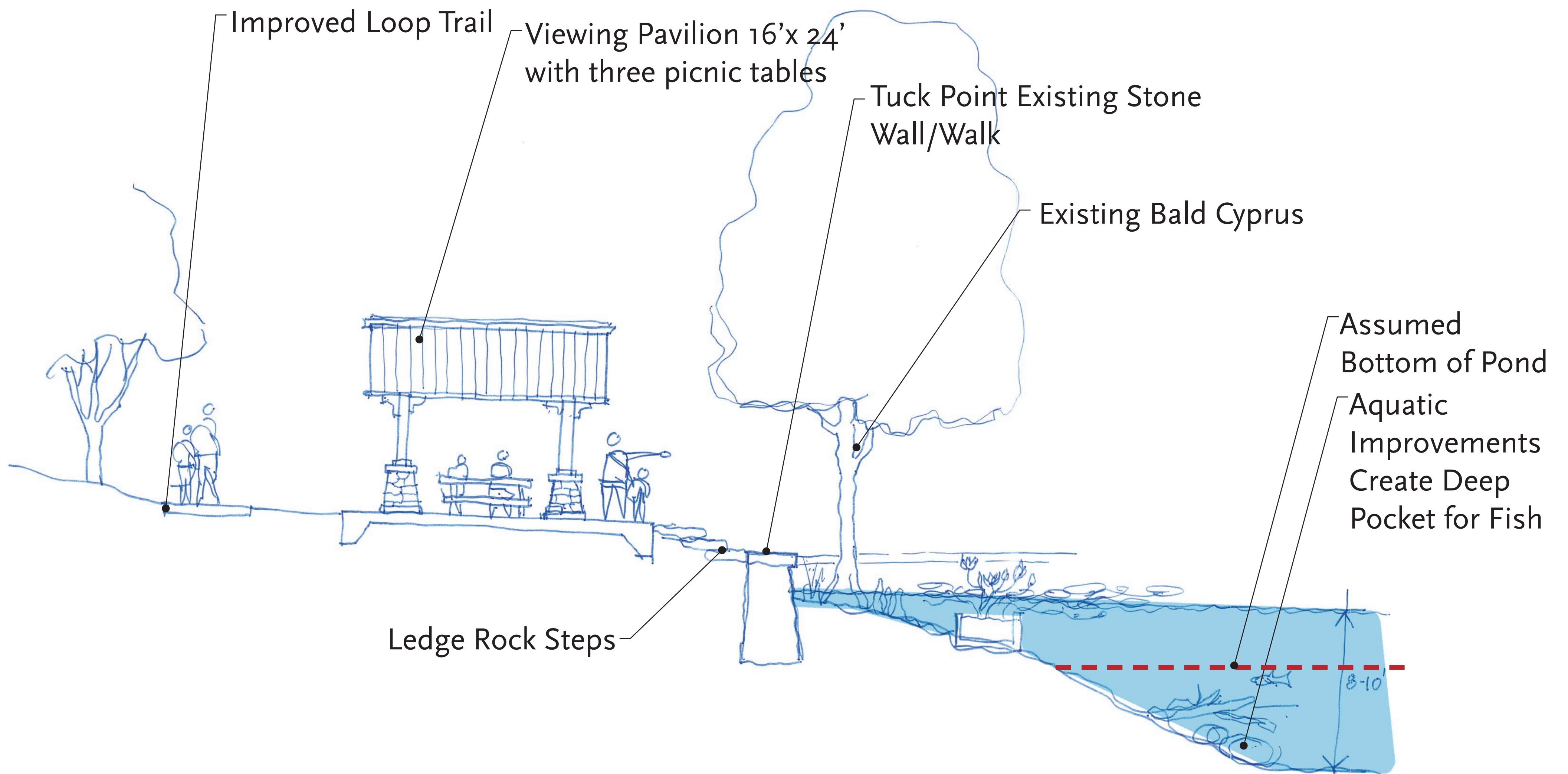
Title: President, Clayton Community
Foundation

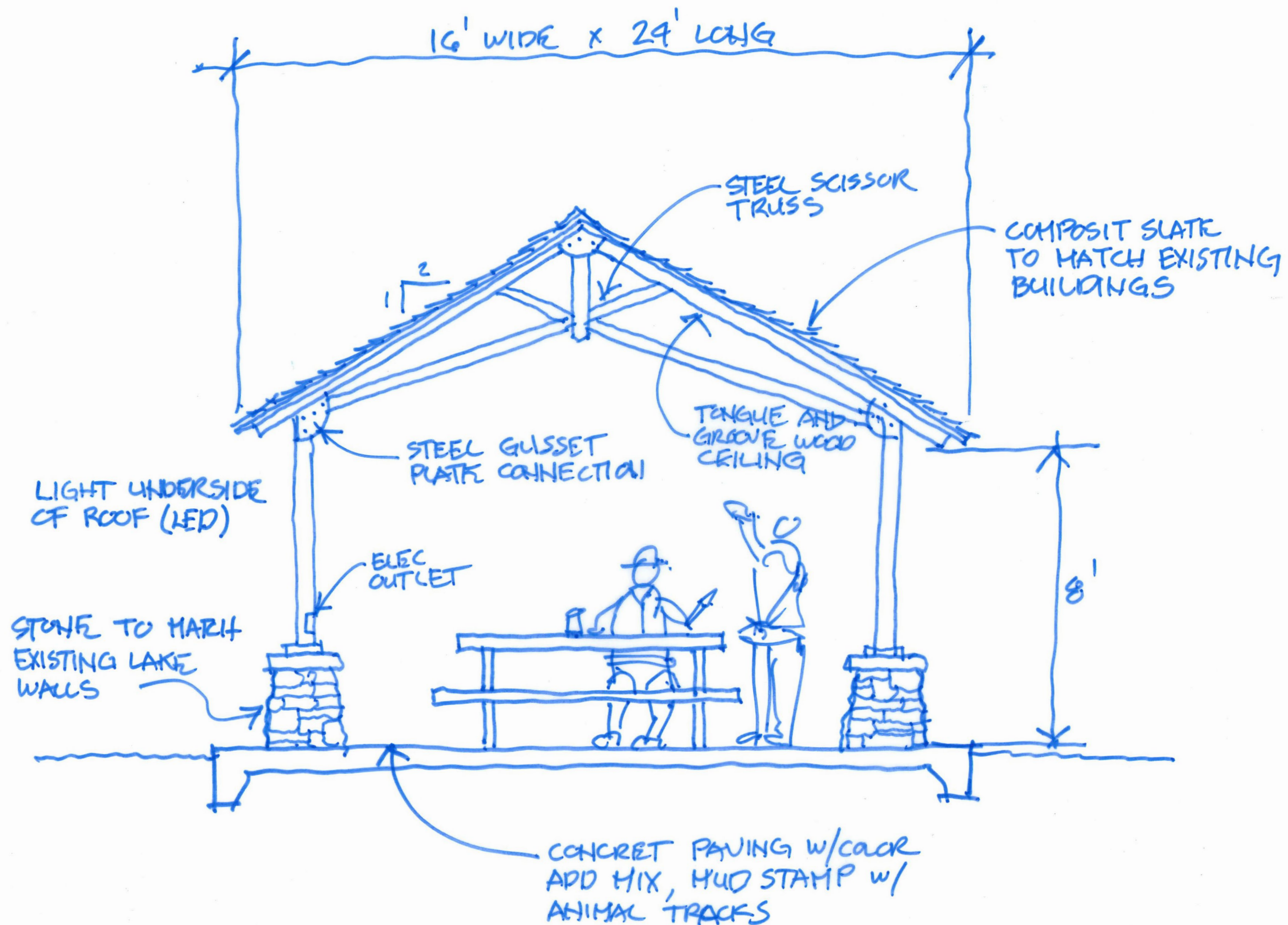
**RHODA NUSSBAUM and SAMUEL
NUSSBAUM**, husband and wife

Rhoda Nussbaum

Sam Nussbaum









City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER (DG)
JUNE FRAZIER, CITY CLERK
DATE: JUNE 22, 2021
SUBJECT: RESOLUTION – READOPTING PROCEDURE TO DISCLOSE POTENTIAL
CONFLICTS OF INTEREST

In 1991, the Missouri General Assembly adopted the ethics/personal financial disclosure law, which affects municipalities with an annual operating budget in excess of \$1 million. The ethics legislation allowed political subdivisions to establish their own method of disclosing potential conflicts of interest and substantial interests. Accordingly, pursuant to Section 105.485 of the Missouri Revised Statutes, on August 13, 1991, the City adopted by ordinance its own simplified personal financial disclosure requirements.

According to Section 105.485.4, RSMo., the Missouri Ethics Commission requires each affected municipality to readopt the personal financial disclosure ordinance in an open meeting biennially by September 15th.

Recommended Action: To approve the resolution readopting the City of Clayton's procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials.

RESOLUTION NO. 2021-10

A RESOLUTION READOPTING AND REAFFIRMING THE CITY'S METHOD OF DISCLOSING POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS

WHEREAS, Section 105.485.4, RSMo. 2016, requires certain employees, officials and candidates of certain political subdivisions of the State of Missouri (the "State"), to file financial interest statements with the Missouri Ethics Commission (the "Commission"), unless said political subdivision adopts an ordinance, order or resolution which establishes and makes public its own method of disclosing potential conflicts of interest and substantial interests; and,

WHEREAS, the City of Clayton (the "City") previously adopted such regulations now codified as Sections 120.010 through 120.070 of the Code of Ordinances of the City of Clayton, Missouri, which, *inter alia*, established and made public the City's chosen method of disclosing potential conflicts of interest and substantial interests in accordance with the requirements of Section 105.485.4, aforesaid; and,

WHEREAS, Section 105.485.4, requires political subdivisions that wish to establish their own method of disclosing potential conflicts of interest and substantial interests to adopt an ordinance, order or resolution at an open meeting by September 15th biennially;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

1. The Board of Aldermen hereby readopts and reaffirms the requirements and policies of Sections 120.010 through 120.070 of the Code of Ordinances of the City of Clayton, Missouri, attached as Exhibit A, as the City's chosen method of disclosing potential conflicts of interest and substantial interests in accordance with the requirements of Section 105.485.4, RSMo. 2016; and,

2. The City Clerk of the City of Clayton is hereby authorized and directed to file with the Commission a copy of this Resolution, including Exhibit A, within 10 days of the date of its adoption by the Board.

Passed by the Board of Aldermen this 22nd day of June 2021.

Mayor

Attest:

City Clerk

Chapter 120. Conflicts of Interest

Section 120.010. Declaration of Policy

[Ord. No. 5886 §1, 8-9-2005; Ord. No. 5947 §1, 8-22-2006; Ord. No. 5982 §1, 7-10-2007; Ord. No. 6023 §1, 7-8-2008; Ord. No. 6083 §1, 7-14-2009]

The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 120.020. Conflicts of Interest

[Ord. No. 5886 §2, 8-9-2005; Ord. No. 5947 §2, 8-22-2006; Ord. No. 5982 §2, 7-10-2007; Ord. No. 6023 §2, 7-8-2008; Ord. No. 6083 §2, 7-14-2009]

All elected and appointed officials as well as employees of the City of Clayton shall comply with Section 105.454, RSMo., on conflicts of interests as well as any other State law governing official conduct. The Mayor or any member of the Board of Aldermen who has a substantial personal or private interest, as defined by State law, in any measure, bill, order or ordinance proposed or pending before the Board of Aldermen shall disclose that interest to the City Clerk and such disclosure shall be recorded in the records of the Board of Aldermen and shall disqualify himself/herself from voting on any matters relating to this interest.

Section 120.030. Disclosure Reports

[Ord. No. 5886 §3, 8-9-2005; Ord. No. 5947 §3, 8-22-2006; Ord. No. 5982 §3, 7-10-2007; Ord. No. 6023 §3, 7-8-2008; Ord. No. 6083 §3, 7-14-2009]

A.

Each elected official, the City Manager as Chief Administrative Officer, the City Manager or someone appointed by him as provided in Article VII, Section 3 of the Clayton Charter as the Chief Purchasing Officer and the full-time general counsel, if any, shall disclose the following information by May first (1st) if any such transactions were engaged in during the previous calendar year:

1.

For such person and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars (\$500.00), if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

2.

The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500.00), if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

3.

The Chief Administrative Officer and the Chief Purchasing Officer also shall disclose by May first (1st) for the previous calendar year the following information:

a.

The names and addresses of each of the employers of such person from whom income of one thousand dollars (\$1,000.00) or more was received during the year covered by the statement;

b.

The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a

partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

C.

The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 120.040. Filing of Reports

[Ord. No. 5886 §4, 8-9-2005; Ord. No. 5947 §4, 8-22-2006; Ord. No. 5982 §4, 7-10-2007; Ord. No. 6023 §4, 7-8-2008; Ord. No. 6083 §4, 7-14-2009]

The reports, in a form acceptable to the Missouri Ethics Commission, shall be filed with the City Clerk and with the Missouri Ethics Commission in accordance with the Commission's requirements. The reports shall be available for public inspection and copying during normal business hours.

Section 120.050. When Filed

[Ord. No. 5886 §5, 8-9-2005; Ord. No. 5947 §5, 8-22-2006; Ord. No. 5982 §5, 7-10-2007; Ord. No. 6023 §5, 7-8-2008; Ord. No. 6083 §5, 7-14-2009]

A.

The financial interest statements shall be filed at the following times, but no person is required to file more than one (1) financial interest statement in any calendar year:

1.

Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment;

2.

Every other person required to file a financial interest statement shall file the statement annually not later than May first (1st) and the statement shall cover the calendar year ending the immediately preceding December thirty-first (31st); provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December thirty-first (31st) of the covered year until the date of filing of the financial interest statement.

Section 120.060. Conflicts of Interest — Contracts and Agreements

[CC 1970 §17-118; Ord. No. 5391 §3, 10-28-1997]

A.

The following provisions, in substantially the form set forth below, shall be incorporated in all contracts and agreements with governmental bodies, governmental entities and private parties and corporations wherein the City's public powers, obligations, consents or funds or other financial obligation are involved:

1.

The parties agree to abide by all applicable Federal, State and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of the City having any power of review or approval of any of the undertakings contemplated by the agreement shall knowingly participate in any decision(s) relating thereto which affect his/her personal interests or those of his/her immediate family or those of any corporation or partnership in which he/she or a member of his/her immediate family is directly or indirectly interested.

2.

The City shall not knowingly, after due inquiry, employ or contract with any person if a member of his/her immediate family is a member of the Board of Aldermen or is employed by the City in an administrative capacity (i.e., those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this agreement); provided however, that the

foregoing shall not apply to temporary or seasonal employment. The City shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of the City or a person employed by the City in an administrative capacity (as defined in the foregoing sentence) or a member of the immediate family of such elected official or person employed in an administrative capacity shall have an interest, directly or indirectly, therein.

3.

For the purposes of this Section, "*immediate family*" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent and stepchild.

4.

For purposes of this Section, a person shall be deemed to have an interest in a corporation or partnership if he/she or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation or partnership or shall own an interest having a value of ten thousand dollars (\$10,000.00) or more therein or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity or other compensation or remuneration of five thousand dollars (\$5,000.00) or, per year therefrom.

5.

In the event that any or all of the foregoing provision(s) shall conflict with Federal, State or other local laws, ordinances or regulations, then the requirements of such Federal, State or local laws, ordinances or regulations shall prevail. Compliance with the foregoing provisions shall not relieve parties contracting with the City from adherence to any and all additional requirements regarding conflicts of interest set forth in such Federal, State or other local laws, ordinances or regulations.

Section 120.070. Penalty

[Ord. No. 6114 §1, 8-10-2010]

Any person violating any part of this Chapter shall be prosecuted under the general penalty ordinance of the City of Clayton as set forth at Section [100.110](#) of the Code of Ordinances.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON CITY MANAGER
JUNE FRAZIER, CITY CLERK
DATE: JUNE 22, 2021
SUBJECT: APPOINTMENTS TO BOARDS AND COMMISSIONS

The following individuals have expressed interest in being appointed to or continuing to serve as a member of the following Boards or Commissions of the City. Mayor Harris has reviewed and agrees with the recommendations for appointment or reappointment to the respective Board or Commission and, therefore, submits the following nominations for the Board's consideration.

City Plan Commission/ARB

Steve Lichtenfeld Ward 3 (reappointment for a 3-yr term through June 30, 2024)

Clayton Community Equity Commission

Francis Pires Ward 1 (reappointment for a 3-yr term through June 30, 2024)

Ben Uchitelle Ward 2 (reappointment for a 3-yr term through June 30, 2024)

Parks & Recreation Commission

James Craig Ward 3 (reappointment for a 3-yr term through June 30, 2024)

Daniel Henke-Cilenti Ward 1 (appointment to unexpired term through June 30, 2022)

Public Art Advisory Committee (PAAC)

Dwyer Brown Ward 1 (reappointment for a 3-yr term through June 30, 2024)

Sustainability Committee

Cindy Mense Ward 1 (reappointment for a 3-yr term through June 30, 2204)

Tina Murtha Ward 3 (reappointment for a 3-yr term through June 30, 2024)

Bill Chamberlain Chairman

Non-Uniformed Employees Retirement Fund

Rick Hummel Ward 2 (reappointment for a 3-yr term through June 30, 2021)

Uniformed Employees Retirement Fund

Bill Grayson Ward 1 (reappointment for a 3-yr term through June 30, 2021)

Recommendation: To consider the appointments.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
DATE: JUNE 22, 2021
SUBJECT: CLAYTON COMMUNITY EQUITY COMMISSION EX-OFFICIO MEMBERS

The Clayton Community Equity Commission (CEC) currently has five (5) Ex-Officio members, including representatives from Washington University- St. Louis, St. Louis County, the School District of Clayton, Clayton Chamber of Commerce and the religious community.

Sean Doherty, Superintendent of the School District of Clayton, is retiring at the end of June and the District has recommended that the Board of Aldermen appoint Cameron Poole, the District's Director of Equity and Inclusion, to the CEC as an Ex-Officio member.

Ellen Gale, Executive Director of the Clayton Chamber of Commerce, has standing meetings that conflict with the CEC regular meeting date and time. The Clayton Chamber of Commerce would like to continue its participation and is recommending that a member of their Board of Directors serve on the CEC in her place as an Ex-Officio member.

Staff recommends that the Board of Aldermen appoint Cameron Poole to represent the School District of Clayton and a member of the Clayton Chamber of Commerce Board of Directors to represent their organization on the Community Equity Commission.